

FOR OFFICE USE ONLY

Case #: _____
 Application Fee: \$ _____
 Filing Date: _____
 Completeness Date: _____
 Review Type: P&Z or PZB & CCOM _____

Site Plan Application

Reference City of Alachua Land Development Regulations (LDRs), Section 2.4.9

A. PROJECT

1. Project Name: _____
2. Pre-Application Conference Date: _____
3. Neighborhood Meeting Date: _____
4. Address of Subject Property: _____
5. Parcel ID Number(s): _____
6. Existing Use of Property: _____
7. Future Land Use Map Designation: _____
8. Zoning Designation: _____
9. Acreage: _____
10. Total Existing Building Square Footage, if applicable: _____
11. Total Existing Impervious Area (not including existing building area), if applicable: _____
12. Total Building Square Footage Proposed: _____
13. Total New Impervious Area Proposed (not including building area): _____

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): _____ Title: _____
 Company (if applicable): _____
 Mailing address: _____
 City: _____ State: _____ ZIP: _____
 Telephone: _____ FAX: _____ e-mail: _____
3. If the applicant is agent for the property owner*:
 Name of Owner (title holder): _____
 Mailing Address: _____
 City: _____ State: _____ ZIP: _____

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS

1. Site Plan. Sheet size shall be 24" X 36" with a 3" left margin and ½" top, bottom, and right margin.

Site Plan shall include:

- a. Name and location of project.
- b. Name and contact information (address, telephone, and email address) of property owner, developer (if applicable), and all professional consultants (i.e., landscape architect, photometric, electrical engineer, architect, etc.) for the project.
- c. Zoning of the subject property.
- d. Vicinity map - indicating general location of the site and major adjacent streets and all adjacent properties.
- e. Boundary and topographic survey. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
- f. Complete legal description of the subject property.
- g. Statement of proposed uses.
- h. Location of the subject property in relation to adjacent properties.
- i. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to 50 feet.)
- j. Area and dimensions of the subject property.
- k. Structures and major features – fully dimensioned – including setbacks from property lines and right-of-ways, distances between structures (if structures are within 25 feet of one another), floor area of each building, floor area ratio, and property lines.
- l. Location of all property lines, existing and proposed adjacent right-of-ways, sidewalks, curbs, and gutters.
- m. Distance between ingress and egress connections for the project and the ingress / egress connections for all contiguous properties and for properties on the opposite side of the road, measured from the interior radius of all ingress/egress connections.
- n. Location of all existing and proposed utilities (electric, potable water, sanitary sewer, gas, etc.) on the subject property, and on adjacent properties if located within 50 feet of the subject property, and within adjacent rights-of-way.
- o. Location of all existing and proposed fire hydrants.
- p. Location of all existing easements on the property and on adjacent properties if located within 50 feet of the subject property, and recording information for such easements.
- q. Location of all proposed easements (legal descriptions and sketches of all proposed easements shall be provided by the applicant following a review of proposed utility locations by Public Services).
- r. Location and dimensions of all existing and proposed vehicular parking spaces, dimensions of all drive aisles, and the angle of parking spaces.
- s. Location of all bicycle parking areas and specifications of bicycle racks.
- t. Location, dimensions, and vertical clearance of all off-street loading spaces, if required by Section 6.1 of the LDRs.
- u. Location and dimensions of all vehicle stacking spaces, if required by Section 6.1 of the LDRs.
- v. Vehicular parking calculations, indicating the minimum and maximum number of required spaces and the number of parking spaces provided (regular and accessible spaces) in accordance with Section 6.1 of the LDRs.
- w. Bicycle parking calculations, if required by Section 6.1 of the LDRs.
- x. Striping and signage for all traffic control devices.
- y. Landscape Plan, indicating the location, size, and design of required and proposed landscaped areas. Landscape Plans shall identify the following with sufficient detail and calculations to demonstrate compliance with Section 6.2.2 of the LDRs:
 - i. Location, identification of the species, and size of all existing trees.
 - ii. Required perimeter buffer areas.
 - iii. Parking lot perimeter landscaping.
 - iv. Parking lot interior landscaping.
 - v. Building façade landscaping.
 - vi. Calculation of landscaped areas (see Policy 2.4.a of the Comprehensive Plan Future Land Use Element).
 - vii. Calculation of open space provided (see Section 6.7 of the LDRs).
 - viii. Calculation of tree credits, if applicable. Calculations shall be as set forth in Sections 6.2.1(D)(4) and 6.2.2(D)(6) of the LDRs and shall be shown on the plan in tabular format (if tree credits are utilized, the Landscape Plan must identify in the landscape calculations where credit is applied).
 - ix. Tree protection detail in accordance with Section 6.2.1(D)(2) of the LDRs.
 - x. If tree removal is proposed, a tree survey, showing:
 - (a) Each tree proposed for removal;
 - (b) Each tree proposed for retention;
 - (c) The size and species (both common and scientific names) of all trees proposed for removal/retention;
 - (d) Location, size, and species of all new trees proposed to meet mitigation requirements. Mitigation trees must be shown on the plans and a list of all mitigation trees and calculation of required mitigation must be provided on the plan in tabular format.

- z. Location of waste receptacles and detail of waste receptacle screening, demonstrating compliance with Section 6.2.3(B) and, if within the Gateway Overlay District, with Section 3.7.2(C)(5)(c)(ii).
 - aa. Photometric Plan, demonstrating compliance with the applicable provisions of Section 6.4 of the LDRs.
 - bb. Location and size of any lakes, ponds, canals, or other waters and waterways, and required setbacks dimensioned on the plans from such waterways.
 - cc. For development consisting of a nonresidential use, except for single tenant retail sales and services uses greater than or equal to 20,000 square feet in area and except for use types within the industrial services, manufacturing and production, warehouse freight and movement, waste-related services, and wholesale sales use categories **not** located within 500 feet of the right-of-way of US Highway 441: Architectural plans demonstrating compliance with the design standards for business uses as provided in Section 6.8.2 of the LDRs. Architectural plans shall include:
 - i. Calculation of glazing of:
 - (a) the front façade;
 - (b) any facade facing a street;
 - (c) any façade facing a publicly-accessible parking area which is a part of the development and consisting of 15 percent or more of the minimum off-street parking required by Section 6.1.4(B) of the LDRs; and,
 - (d) any façade facing vacant land classified as CSV, A, RSF-1, RSF-3, RSF-4, RSF-6, RMH-5, RMH-P, RMF-8 or RMF-15, or lands containing existing residential uses.
 - ii. Calculation of the area of all façades subject to glazing.
 - iii. Detail on the architectural plans depicting façade massing or a massing alternative as defined in Section 6.8.2(A)(2)(b).
 - iv. Identification of each material utilized in each façade and the percentage of the total area of the façade for each material used.
 - dd. For development consisting of a nonresidential use where a single retail services tenant is greater than or equal to 20,000 square feet in area: Architectural plans demonstrating compliance with the design standards for single tenant retail sales and service uses greater than or equal to 20,000 square feet in area as provided in Section 6.8.3 of the LDRs. Architectural plans shall include:
 - i. Color plans depicting the color of all materials used in the façade.
 - ii. Identification of each material utilized in each façade and the percentage of the total area of the façade for each material used.
 - iii. Calculation of glazing of:
 - (a) the front façade;
 - (b) any facade facing a street;
 - (c) any façade facing a publicly-accessible parking area which is a part of the development and consisting of 15 percent or more of the minimum off-street parking required by Section 6.1.4(B) of the LDRs; and,
 - (d) any façade facing vacant land classified as CSV, A, RSF-1, RSF-3, RSF-4, RSF-6, RMH-5, RMH-P, RMF-8 or RMF-15, or lands containing existing residential uses.
 - iv. Calculation of the area of all façades subject to glazing.
 - v. If a glazing alternative as defined in Section 6.8.3(A)(2)(a)(iv) is used, calculation of area of alternative materials used or identification of other architectural features meeting the requirements of Section 6.8.3 of the LDRs.
 - vi. Detail on the architectural plans depicting façade massing or a massing alternative as defined in Section 6.8.2(A)(2)(b) of the LDRs.
 - ee. For development consisting multi-family residential uses and/or a mobile home park:
 - i. Gross acreage.
 - ii. Number of dwelling units proposed.
 - iii. Density.
 - iv. Location and percentage of total open space and recreation areas.
 - v. Floor area of each dwelling unit.
 - vi. Number of proposed parking spaces.
 - vii. Street layout, if applicable.
 - viii. Layout of mobile home stands (for mobile home parks only).
 - ix. City of Alachua Public School Student Generation Form.
2. Stormwater management plan - including the following:
 - a. Plans showing existing contours at one (1) foot intervals based on U.S. Coastal and Geodetic Datum.
 - b. Proposed finished floor elevation of all buildings.
 - c. Existing and proposed stormwater management facilities with size and grades.
 - d. Proposed orderly disposal of surface water runoff.
 - e. Drainage calculations.
 3. Fire Department Access and Water Supply Plan. All fire protection plans are subject to review and approval by the Alachua County Fire Marshal and City of Alachua Public Services Department. Fire Department Access and Water Supply Plan shall include:
 - a. Plans prepared by a professional engineer licensed in the State of Florida.

- b. Fire flow calculations for each newly constructed building. Calculations shall be performed in accordance with Chapter 18, Section 18.4 of the Florida Fire Prevention Code.
 - c. Documentation from the water purveyor stating the available flow to the subject property.
4. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools (if applicable) in accordance with Section 2.4.14 of the LDRs.
 5. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy).

For commercial/corporate park/industrial projects: In addition to submitting specific written information regarding the development's compliance with the relevant Goals, Objectives, and Policies of the City of Alachua Comprehensive Plan, a response to the design and performance standards as provided in Policy 1.3.d (for commercial projects), Policy 1.4.f (for corporate park projects), or Policy 1.5.d (for industrial projects) of the Future Land Use Element:

The following criteria shall apply when evaluating commercial/corporate park/industrial development proposals:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
 2. Buffering from adjacent existing/potential uses;
 3. Open space provisions and balance of proportion between gross floor area and site size;
 4. Adequacy of pervious surface area in terms of drainage requirements;
 5. Placement of signage;
 6. Adequacy of site lighting and intrusiveness of lighting upon the surrounding area;
 7. Safety of on-site circulation patterns (patron, employee and delivery vehicles), including parking layout and drive aisles, and points of conflict;
 8. Landscaping, as it relates to the requirements of the Comprehensive Plan and Land Development Regulations;
 9. Unique features and resources which may constrain site development, such as soils, existing vegetation and historic significance; and
 10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design.
 11. Commercial/Corporate Park/Industrial uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 10 acres or greater, 0.50 floor area ratio for parcels less than 10 acres but 5 acres or greater, a 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio to parcels 1 acre or less.
 12. Complementary residential uses (corporate park only).
6. For Site Plans for Buildings Less than 80,000 Square Feet in Area: One (1) set of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).
For Site Plans for Buildings Greater than or Equal to 80,000 Square Feet in Area: Two (2) sets of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).
 7. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's LDRs;
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet and to all persons/organizations registered with the City to receive notice, and a copy of the mailing labels or a list of those who received written notice; and,
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
 8. Legal description: (1) on 8.5" x 11" paper; and (2) electronic file in Word format.
 9. Proof of ownership (i.e., copy of deed.)

10. Proof of payment of taxes.
11. Traffic Impact Analysis or Statement, as deemed applicable to the project by the City of Alachua in its sole discretion.
12. Environmental Assessment or Study, as deemed applicable to the project by the City of Alachua in its sole discretion.
13. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District (SRWMD) or Self-Certification for a Stormwater Management System in Uplands Serving Less than 10 Acres of Total Project Area and Less than 2 Acres of Impervious Surfaces from the Florida Department of Environmental Protection (FDEP) pursuant to Section 403.814(12), Florida Statutes (or documentation which shows a permit application/exemption/self-certification has been submitted to SRWMD or FDEP).
14. If access is from a County Road, access management permit from Alachua County Public Works (or documentation which shows a permit application has been submitted).
15. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation which shows a permit application has been submitted).
16. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any costs associated with outside professional consulting services deemed necessary by the City in its sole discretion will be billed to the applicant at the rate of the consultant. The invoice for such services shall be paid in full prior to any public hearing(s) on the application.

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

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

Signature of Applicant

Signature of Co-applicant

Typed or printed name and title of applicant

Typed or printed name and title of co-applicant

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this

day of _____, 20____, by _____ who executed the same

and has _____ produced _____ as identification or _____ is personally known to me.

Signature of Notary

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 16113 NW US HWY 441

Parcel ID Number(s): 03049-003-000 and a portion of 03049-000-000

Acreage: 0.89±

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Matt Cason

Title: President

Company (if applicable): Concept Development Inc

Mailing Address: 1449 SW 74th Drive Suite 200

City: Gainesville

State: FL

ZIP: 32607

Telephone: please contact agent

FAX: _____

e-mail: please contact agent

C. AUTHORIZED AGENT

Name: Ryan Thompson; Daniel Young

Title: Sr. Project Manager; VP

Company (if applicable): CHW

Mailing address: 11801 Research Drive

City: Alachua

State: FL

ZIP: 32615

Telephone: 352-331-1976

FAX: _____

e-mail: ryant@chw-inc.com; daniely@chw-inc.com

D. REQUESTED ACTION:

Special Exception and associated Site Plan

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

[Signature]

Signature of Applicant

Signature of Co-applicant

Matt Cason

Typed or printed name and title of applicant

Typed or printed name of co-applicant

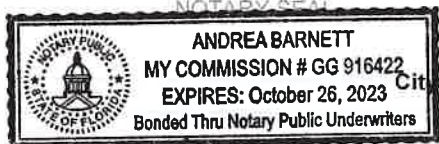
State of Florida

County of Alachua

The foregoing application is acknowledged before me this 25 day of January, 2022 by Matt Cason

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

[Signature]
Signature of Notary Public, State of Florida



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



COUNTYWIDE STORMWATER TREATMENT CODE AFFIDAVIT OF COMPLIANCE

Instructions: Complete and submit this form for all activities that involve the construction of a stormwater management system that does not meet the exemptions identified in Chapter 77, Article III, Sec. 77.25 of the Alachua County Code. Please submit this form, along with the other required documents as listed in Sec. 77.28 of the Alachua County Code.

Part 1. Applicant Information	
Applicant/Owner:	Registered Professional:
Company:	Company:
Address:	Address:
Phone:	Phone:
Email:	Email:
Part 2. Project Information	
Project Name:	
Tax Parcel(s):	
<input type="checkbox"/> Unincorporated Alachua County <input type="checkbox"/> Municipality: _____	Note: For projects located in Municipalities submittal of this form is a self-certification of compliance. An acknowledgement of receipt will be sent once all required documents are provided. This acknowledgement is not a review of the submitted materials. Projects in Unincorporated Alachua County will be reviewed pursuant to Sec. 77.27 of the Alachua County Code.
Part 3. Stormwater Discharge Information	
Please select all that apply:	
Watershed Name:	Waterbody Identification (WBID) #:
<input type="checkbox"/> Project discharges stormwater offsite as surface flow	<input type="checkbox"/> Project discharges stormwater to an Outstanding Florida Water (OFW)
<input type="checkbox"/> Project is in a WBID listed as impaired with nutrients as cause of impairment or where a nutrient TMDL has been established (net improvement criteria of Sec. 77.27 of the Alachua County Code applies).	
<input type="checkbox"/> Project stormwater infiltrates to groundwater	<input type="checkbox"/> Project is located in a Sensitive Karst Area
Please briefly describe the Best Management Practices used:	

Part 4. Exemption and Waiver Information

If applicable, Please list the exemption(s) this project qualifies for under Sec. 77.25 of the Alachua County Code. Supporting Documentation may be required.

If applicable, Please describe the waiver you are requesting under Sec. 77.26 of the Alachua County Code. Supporting documentation is required.

I authorize Alachua County, and its agents and contractors, to enter the property for the purpose of verifying compliance. If the property is sold and/or the entity responsible for operation and maintenance of the stormwater management system, the Property Owner will notify the Alachua County Environmental Protection Department within 30 calendar days of the sale or change in operation and maintenance entity. Failure to comply may result in enforcement action using the provisions of Alachua County Code Chapter 24 or any other remedy available by law or equity.

Applicant/Owner: _____ Signature: _____ Date: _____
(Printed Name)

I hereby certify that the above referenced project meets, or is exempt from, the requirements of the Alachua County Code Chapter 77, Article III Stormwater Treatment Code. I further certify that the Operation and Maintenance requirements have been provided to the owner and entity responsible for operation and maintenance of the stormwater management system.

Registered Professional: _____ Florida Registration Number: _____
(Printed Name)

Date: _____ Signature: _____



COUNTYWIDE WETLAND PROTECTION CODE SELF-CERTIFICATION FORM

Instructions: Submit this form to self-certify that the proposed activity complies with the surface water, wetland and buffer protection requirements outlined in [Chapter 77, Article II](#) of the Alachua County Code, or is exempt under Sec. 77.21. If you are unsure if your activity is in compliance or exempt, please fill out a [Verification Request Form](#) or contact staff at wetlands@alachuacounty.us for more information. Please note, you do not need to submit this form for bona-fide farm operations consistent with the provisions of F.S. 163.3162 or F.S. 823.14(6).

PART 1. APPLICANT INFORMATION	
Owner Name:	Applicant/Agent Name:
Phone:	Company:
Email:	Phone:
	Email:
PART 2. PROPERTY INFORMATION	
Tax Parcel Numbers:	Address:
City:	Zip:
PART 3. SELF-CERTIFICATION	
<p>I, _____ owner of the property or authorized agent for the owner, self-certify that the proposed activity complies with the surface water, wetland and buffer protection requirements found in Chapter 77, Article II of the Alachua County Code based on the following (select all that apply):</p>	
<p>1. <input type="checkbox"/> There are no wetlands, other surface waters, or buffers on or adjacent to the property (if you select this option, proceed to Acknowledgment and submit your self-certification)</p>	
<p>2. <input type="checkbox"/> There are wetlands, other surface waters, or buffers present on or adjacent to the property, but <u>the proposed activity is outside</u> of protected wetlands, surface waters and buffers (complete <u>Part 4, Project Information</u>)</p>	
<p>3. <input type="checkbox"/> There are wetlands, or other surface waters, or buffers present on or adjacent to the property, and there is work proposed in wetlands, other surface waters or buffers, but the proposed activity is exempt by Section 77.21(a) as follows (complete <u>Part 4, Project Information</u>)</p>	
<p>4. <input type="checkbox"/> There are wetlands, other surface waters, or buffers present on or adjacent to the property, but the proposed activity is exempt by Section 77.21(b) as an Urban Redevelopment Project (complete <u>Part 5, Urban Redevelopment Projects</u>).</p>	

PART 4. PROJECT INFORMATION

If you selected Self-certification [2] or [3] above, in addition to the information described in this form, your self-certification must also include:

- One set of plans, drawings, or sketches and other supporting documents that clearly and legibly depict and describe the proposed activities in sufficient detail to demonstrate that the work complies with protection requirements (buffer distances) or qualifies for the exemption.

Please answer the following:

Were wetlands and surface waters delineated by a qualified professional according to standards outlined in Florida Administrative Code Rule 62-340.300 for wetlands, and Rule 62-340.600 for surface waters?

☐ Yes ☐ No *Please note: wetland boundaries not delineated by a qualified professional are likely to be inaccurate. You may submit a Verification Request Form to verify compliance with protection requirements.*

Exemptions: Please list the exemption(s) you are requesting to use (refer to Sec. 77.21(a))

Describe in detail how the proposed work will comply with the terms and conditions of the above exemption:

Date Activity is proposed to commence _____ to be completed _____

PART 5. URBAN REDEVELOPMENT PROJECTS

Please submit the following:

- One set of plans and drawings, recent survey, environmental information, and other supporting documents and calculations clearly and legibly depicting that the existing site is 40%, or more, impervious surfaces.

ACKNOWLEDGMENT

I understand this notice is provided as self-certification of compliance with Chapter 77, Article II, Alachua County Code, or qualification to use exemption(s) found in Section 77.21.

Typed/Printed Name

Signature

Date

IMPORTANT: Applications for activities that do not comply with protection requirements found in Chapter 77, Article II nor any of the listed exemptions in Section 77.21, and are requesting to impact wetland and/or surface waters or their buffers must submit an **Application Form**. Final Alachua County BOCC approval of the proposed impacts and Mitigation and Monitoring Plan must be secured prior to initiating the activity within wetlands or buffers.



License # CA 0005075
11801 Research Drive
Alachua, FL 32615
Tel: (352) 331-1976

PROJECT NAME: Alachua Tire

PROJECT No.: 21-0395

2:23 PM

FILE PATH: N:\2021\21-0395\Departments\04_Engineering\01_Regulatory Permitting\Utilities\Meter Sizing\

ADF and ADF METER SIZING CALCULATIONS-Building 1000

Proposed Average Daily Flow: Fixture Count*

Proposed Average Water Demand

3	Toilet, tank	X	4 gpm	12
3	Lavatory	X	1.5 gpm	5
1	Urinal, pedestal	X	35 gpm	35
2	Drinking Fountain	X	2 gpm	4
1	Service Sink	X	4 pgm	4

Total 60

Peak Flow based on AWWA M22 45.0 gpm

METER SIZE 1 inches

*AWWA Manual M22 was utilized to estimate demand, please see attached graph

Date:

Nicola Cowap, FL PE No. 91233

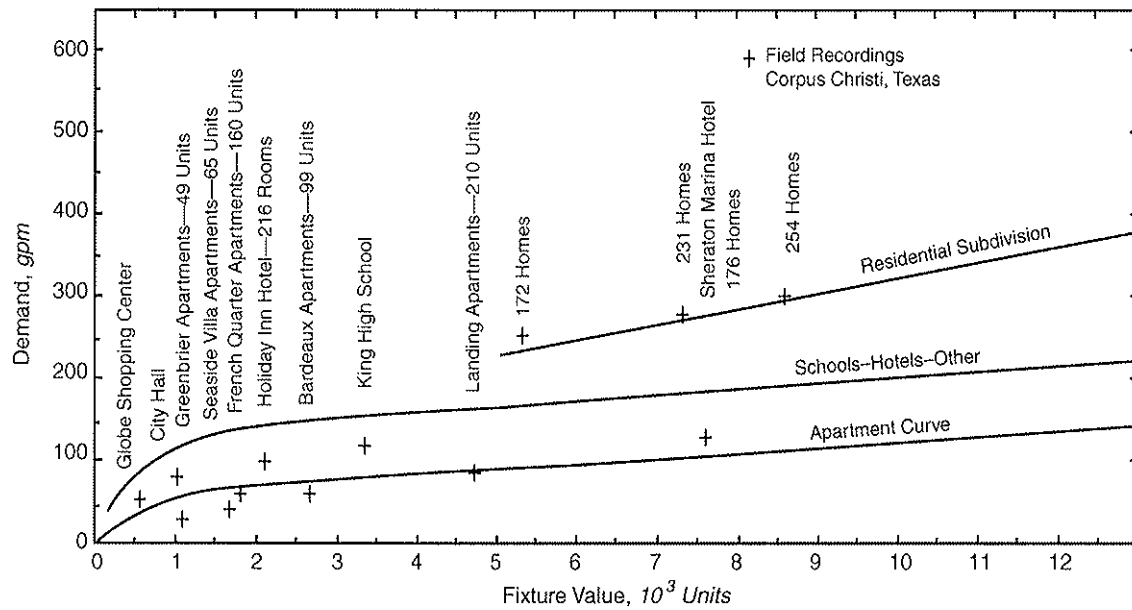


Figure 4-1 Peak flow demand of typical customer categories

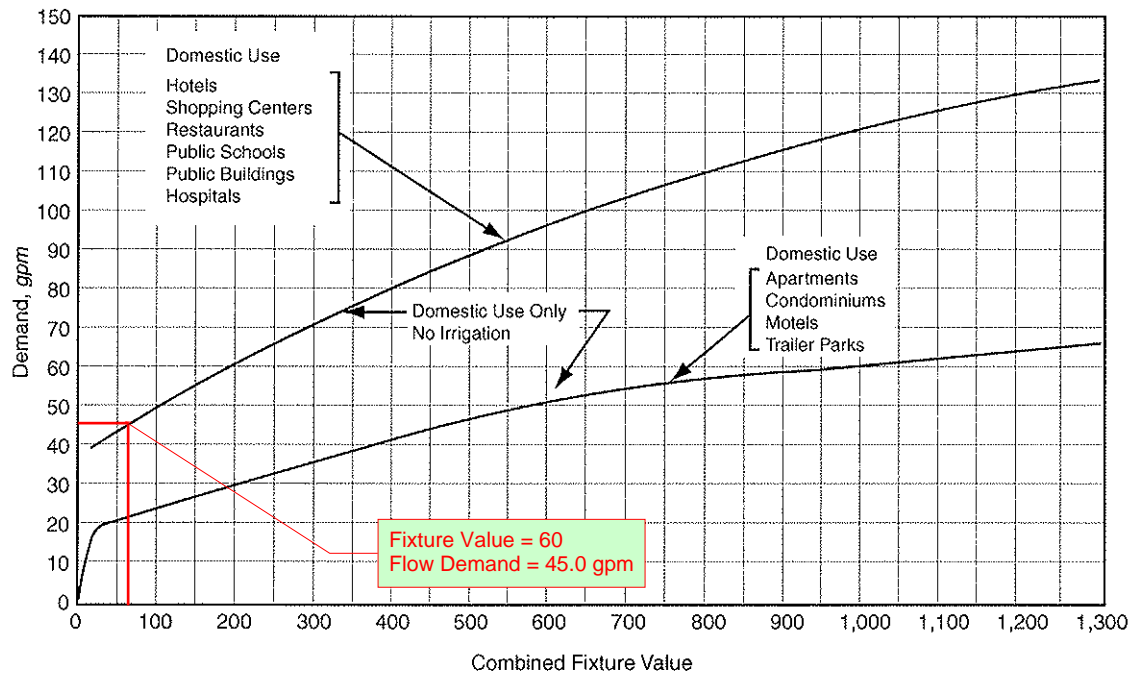


Figure 4-2 Water flow demand per fixture value—low range

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Michelle Haynes, an employee of
Providence Title Company, LLC
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607

File No. 21-01165

Parcel No.: 03049-003-000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED dated this 1st day of December, 2021 by ALACHUA A ONE LLC, a Florida limited liability company, whose mailing address is 15260 NW 147th Drive, Alachua, Florida 32615, hereinafter referred to as the "Grantor," in favor of Concept Development, Inc., a Florida corporation, whose address is 1449 SW 17th Drive, Suite 200, Gainesville, Florida 32607, hereinafter referred to as the "Grantee".

(Whenever used herein the term "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of Alachua, State of Florida, to-wit:

see attached Exhibit A

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other; and that the Property is free and clear of all encumbrances except taxes and assessments accruing subsequent to December 31, 2021.

[Signature Page To Follow]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name the day and year first above written.

Signed, sealed and delivered in our presence of:

Kacy Adams

Witness Printed Name Kacy Adams

Brenda Stewart

Witness Printed Name Brenda Stewart

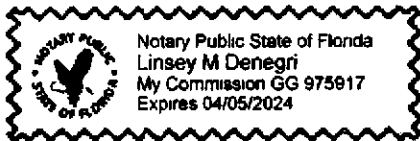
ALACHUA A ONE, LLC

By: *James W. McCauley*
James W. McCauley
Its Manager

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 17 day of November, 2021, by **James W. McCauley**, as **Manager of ALACHUA A ONE, LLC**, a Florida limited liability company, on behalf of said company, who is (☒) personally known to me or (☐) who has produced personally known as identification.



Linsey M. Denegri
Notary Public
Print Name: Linsey M. Denegri
My Commission Expires: 04/05/2024

(Notary Seal)

EXHIBIT A

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT SEVEN (7), SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, AND RUN SOUTH 01 DEG. 48'22" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT SEVEN (7), 1677.39 FEET, THENCE RUN NORTH 79 DEG. 06'35" WEST, 351.65 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 75 AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE RUN NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 175.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 175.00 FEET; THENCE RUN NORTH 10 DEG. 53'25" EAST, 175.00 FEET; THENCE RUN SOUTH 79 DEG. 06'35" EAST, 175.00 FEET; THENCE RUN SOUTH 10 DEG. 53'25" WEST, 175.00' TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT SEVEN (7), SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, AND RUN SOUTH 01 DEG. 48'22" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT SEVEN (7), 1677.39 FEET, THENCE RUN NORTH 79 DEG. 06'35" WEST, 351.65 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 75 AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE RUN NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 350.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2529, PAGE 1342 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 25.09 FEET TO THE EAST RIGHT OF WAY LINE OF NW 161ST TERRACE (HAVING A 100 FOOT WIDE RIGHT OF WAY), AS PER PLAT OF HIGHPOINT CROSSING, RECORDED IN PLAT BOOK 35, PAGE 19 OF SAID PUBLIC RECORDS; THENCE NORTH 10 DEG. 53'25" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 193.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 79 DEG. 06'35" EAST, A DISTANCE OF 200.09 FEET; THENCE SOUTH 10 DEG. 53'25" WEST, A DISTANCE OF 18.00 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2529, PAGE 1342; THENCE NORTH 79 DEG. 06'35" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 175.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 10 DEG. 53'25" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 175.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAINING A TOTAL NET ACREAGE OF 0.89 ACRES, MORE OR LESS.

This instrument prepared by and return to:
Brian A. Block, Esq.
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607
(352) 333-3233

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made this 21 day of March, 2022 by and between **CONCEPT DEVELOPMENT, INC.**, a Florida corporation whose address is 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607 ("Concept") and **ALACHUA A ONE LLC**, a Florida limited liability company, whose address is 15260 NW 147th Drive, Suite 100, Alachua, FL 32615 ("Alachua A One") (Concept and Alachua A One are hereinafter collectively referred to as the "Current Owners" or individually as an "Owner").

WITNESSETH:

WHEREAS, Concept is the owner of that certain tract or parcel of land lying and being in Alachua County, Florida, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Concept Tract"); and

WHEREAS, Alachua A One is the owner of that certain tract or parcel of land contiguous to the Concept Tract and lying and being in Alachua County, Florida, and being more particularly described on **Exhibit "B"** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Alachua A One Tract"); the Concept Tract and the Alachua A One Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"; and

WHEREAS, Concept and Alachua A One entered into that certain Access Easement Agreement with Covenants and Restrictions as recorded in Official Records Book 4956, Page 2294 of the public records of Alachua County, Florida ("Access Easement"), which instrument granted to Concept certain temporary construction rights over the Alachua A One Tract for grading and the additional of clean fill and top soil for the purpose of Concept's ability to construct the access easement improvements on the Concept Tract; and

WHEREAS, Concept and Alachua A One desire to further establish a temporary easement and rights benefiting the Concept Tract and burdening the Alachua A One Tract to facilitate effective drainage from a portion of the Concept Tract to the Alachua A One Tract, including the right to place temporary erosion control structures on the Alachua A One Tract, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Concept and Alachua A One do hereby covenant and agree as follows:

1. **Benefited Parties/Binding Effect.** The rights, easement and obligations established in this Agreement shall run with the land and be for the benefit of the Concept Tract and shall be binding upon the Alachua A One Tract. The owners of the Concept Tract may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors, and assigns.

2. **Easements.** In addition to the temporary construction easement rights granted to Concept in the Access Easement, Alachua A One, for the benefit of and as an appurtenance to the Concept Tract, further grants to Concept and Concept's successors and assigns a non-exclusive, temporary easement over, upon, across and through that portion of the Alachua A One Tract as depicted in Exhibit "C" attached hereto (the "Temporary Easement Area") for the purposes of the installation of an erosion control structure to curtail erosion on the Alachua A One Tract due to stormwater runoff from a portion of the Access Easement located on the Concept Tract, which stormwater is to flow to an existing stormwater inlet existing on the Alachua A One Tract.

3. **Manner of Performing Work.** Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work

shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

4. Insurance and Indemnification. Concept shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and Alachua A One shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Florida. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, Concept shall provide a certificate of such insurance coverage to Alachua A One.

Concept shall indemnify and hold Alachua A One harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by Alachua A One in connection with the exercise by Concept of its easement rights created herein, except to the extent caused by the negligence or willful act of Alachua A One, its employees, tenants, contractors, agents or licensees.

5. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Concept and Alachua A One hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Concept and Alachua A One agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its respective Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its respective Tract, as such interest may be constituted from time to time.

6. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect until such time that the Alachua A One Tract is developed or has otherwise has been filled to enable the removal of the erosion control structures, at which time the improvements made pursuant to this Agreement may be removed by either party without the requirement of providing notice to the other.

7. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Florida. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses:

Print Name: Grant Hall

Print Name: Patrick R. Sullivan

CONCEPT DEVELOPMENT, INC.,
a Florida corporation

By: _____

Brian S. Crawford
Its: C.E.O.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notary on this 21 day of March, 2022, by Brian S. Crawford, as the C.E.O. of Concept Development, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me.



PATRICK R SULLIVAN
Commission # GG 357749
Expires July 22, 2023
Bonded Thru Budget Notary Services

Notary Public, State of FL at Large
Commission No.: 66357749
My Commission Expires: 7-22-23

Witnesses:

Print Name:

Print Name:

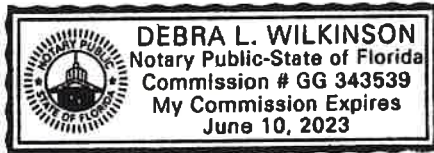
Alachua A One, LLC,
a Florida limited liability company

By:

James W. McCauley, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notary on this 28 day of March, 2022, by James W. McCauley, as Manager of Alachua A One, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced as identification.



Notary Public, State of Florida at Large
Commission No.: GG 343539
My Commission Expires: 6/10/2023

EXHIBIT "A"
Legal Description of Concept Tract

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH:

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE-DESCRIBED LANDS CONTAINING A TOTAL NET ACREAGE OF 0.89 ACRES, MORE OR LESS.

EXHIBIT "B"

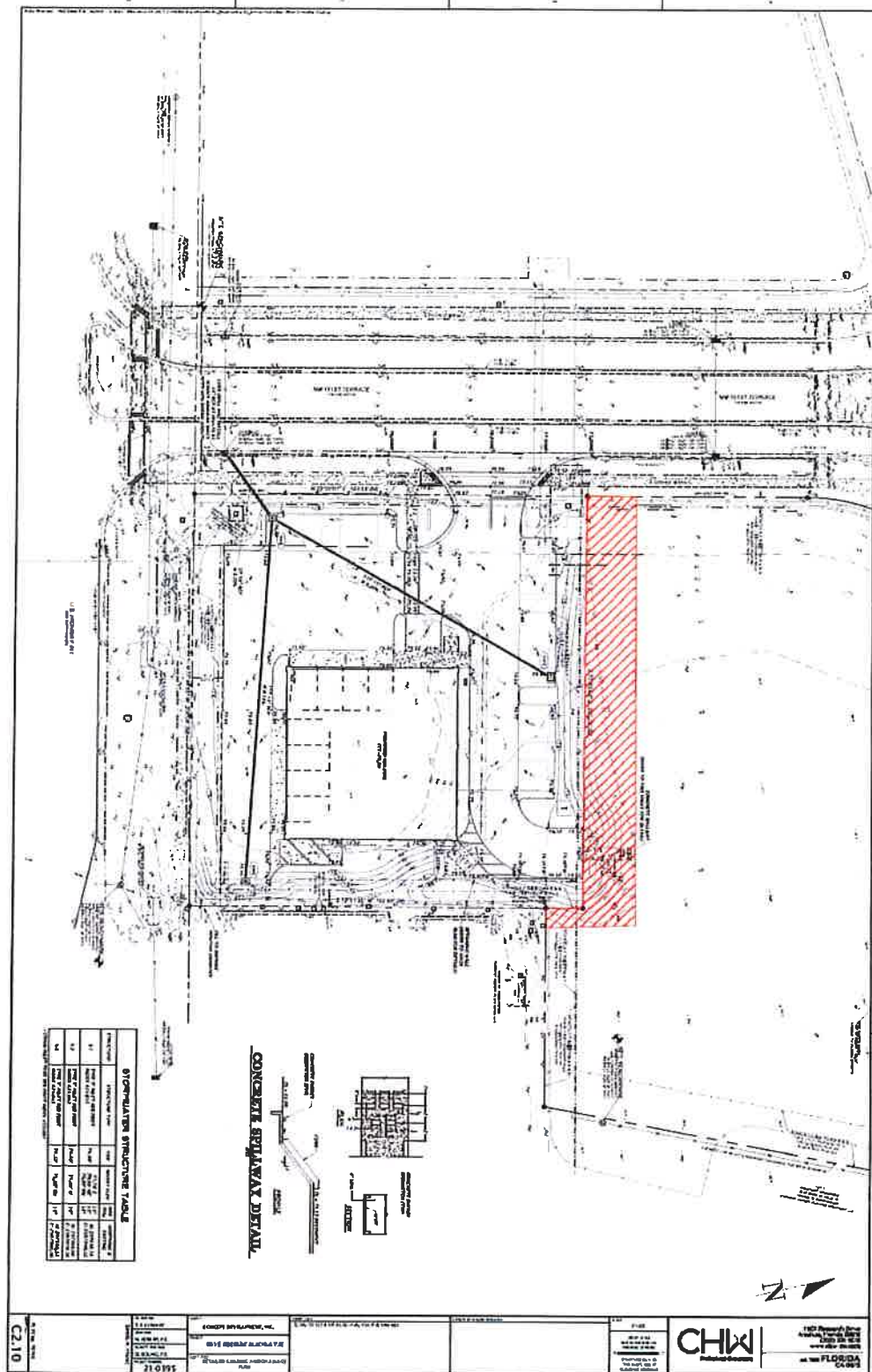
Legal Description of Alachua A One Tract

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHWEST CORNER OF LOT 1, HIGHPOINT CROSSING, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGE 19 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 22°36'20" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 224.97 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NW 163RD LANE (60 FOOT WIDE RIGHT OF WAY), SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 77°06'05" WEST, 251.97 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°50'01", AN ARC DISTANCE OF 253.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°47'58" WEST, 130.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 81°21'53" , AN ARC DISTANCE OF 142.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NW 161ST TERRACE (100 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 12°07'01" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 107.32 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 77°44'46" EAST, A DISTANCE OF 200.09 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 18.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2529, PAGE 1342 OF SAID PUBLIC RECORDS; THENCE SOUTH 77°53'37" EAST, A DISTANCE OF 95.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAIN 1.53 ACRES, MORE OR LESS.

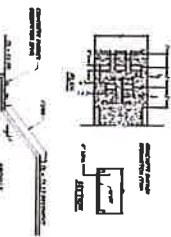
EXHIBIT "C"
Easement Area
Depiction



STORMWATER STRUCTURE TABLE

Item	Structure	Size	Material	Notes
1	Stormwater Detention Basin	10' x 10' x 4'	Concrete	See Detail 101
2	Stormwater Inlet	24" Dia	Cast Iron	See Detail 102
3	Stormwater Outlet	24" Dia	Cast Iron	See Detail 103
4	Stormwater Filter	24" Dia	Cast Iron	See Detail 104

CONCRETE SQUARE DETAIL



COMPREHENSIVE PLAN CONSISTENCY

Alachua Tire

21-0395



To: Kathy Winburn, AICP, Planning and Zoning Director
From: Ryan Thompson, AICP, Sr. Project Manager
Date: ~~February 28, 2022~~ REVISED ~~March 14, 2022~~ April 28, 2022
Re: Alachua Tire

This memorandum identifies specific City of Alachua Comprehensive Plan Goals, Objectives, and Policies and explains how this Rezoning application is consistent with each. Text from the City of Alachua is provided in normal font while consistency statements are provided in **bold**.

FUTURE LAND USE ELEMENT

Policy 1.3.b: Commercial: The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which largescale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;
3. Financial institutions;
4. Outdoor recreation and entertainment;
5. Tourist-related uses;
6. Hotels and motels;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services; and,
14. Eating establishments.

An auto-oriented use is proposed.

Policy 1.3.d: Design and performance standards: The following criteria shall apply when evaluating commercial development proposals:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;

The site was formerly accessed by two (2) driveways directly on US 441. The site plan proposes access on NW 161st Terrace only, not on US 441. Sidewalks are currently along the site's west and south boundaries, NW 161st Terrace and US 441, respectively. The site will connect the sidewalk in NW 161st Terrace to the building's entrance via a sidewalk and marked 5' crosswalk.

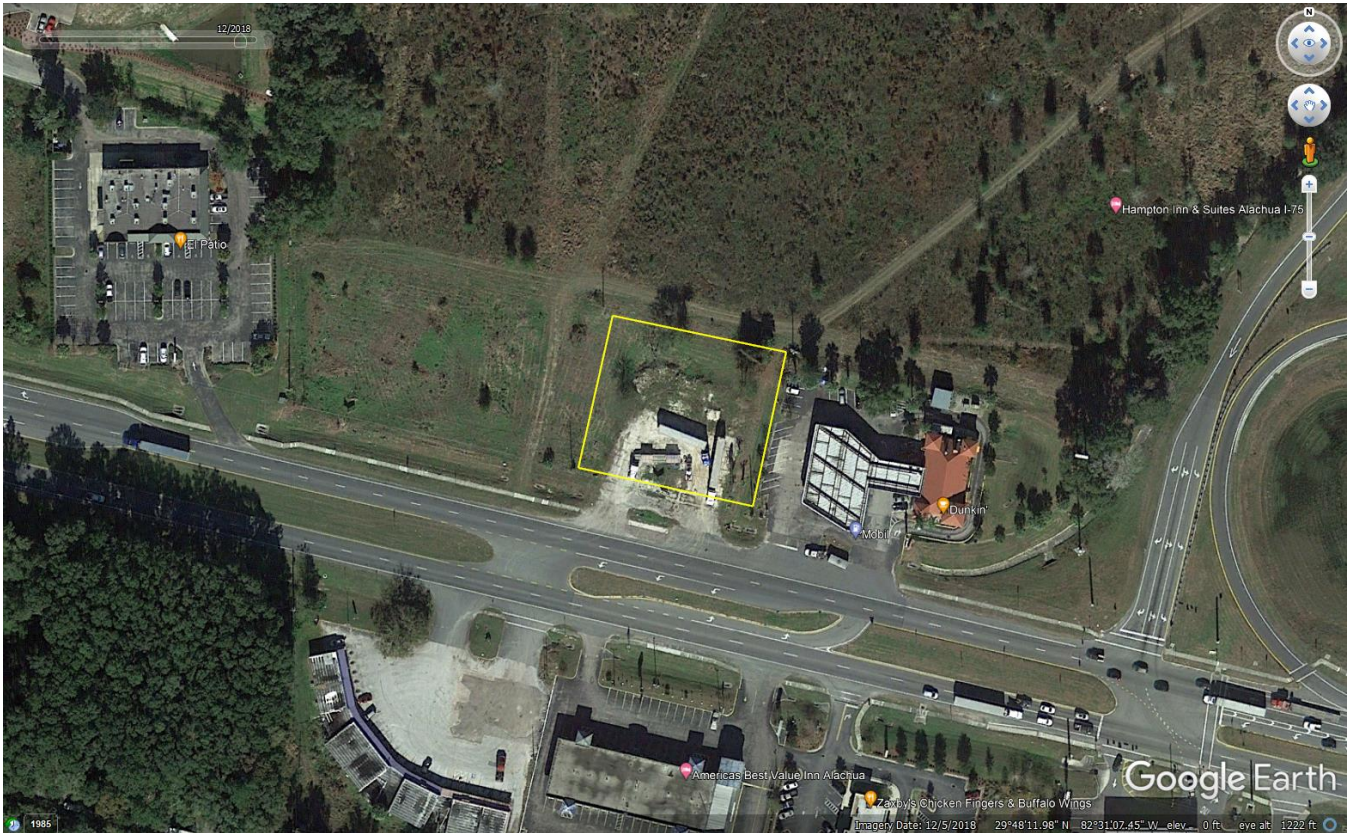


Figure 1: 2018 Aerial Map

2. Buffering from adjacent existing/potential uses;

Landscape buffers are provided per City of Alachua Land Development Regulations (LDRs). A Type A buffer is located along the north and east boundaries where the site abuts Commercial uses. A 15' buffer is located along the site's frontage, on US 441, per the US 441/I-75 Gateway Overlay requirements (LDR §3.7.2(C)(5)(d)). A parking lot buffer screens the parking area from NW 161st Terrace to the west.

3. Open space provisions and balance of proportion between gross floor area and site size;

A minimum 10% open space is set aside.

4. Adequacy of pervious surface area in terms of drainage requirements;

The site shall utilize a master-planned Stormwater Management Facility to the north, within HighPoint Crossing, which has sufficient capacity to serve the site's proposed impervious area.

5. Placement of signage;

A freestanding monument sign is proposed next to the driveway on NW 161st Terrace. The sign is adequately sited away from existing utilities and does not block vehicular vision.

6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;

A photometric plan was submitted with the Site Plan application and identifies lighting specifications as well as consistency with City of Alachua lighting design standards listed in LDR §6.4.4.

7. Safety of on-site circulation patterns (patron, employee, and delivery vehicles), including parking layout, drive aisles, and points of conflict;

Internal drive aisles have been extended to both the north and the east property boundaries to allow interconnectivity to adjacent properties. Cross access agreements among the north and east adjoining properties allow circulation between sites. Patrons can safely travel from the sidewalk within the NW 161st Terrace right-of-way to the building's entrance via on-site sidewalks and a 5'-wide crosswalk.

8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;

Landscape buffers are provided per City of Alachua Land Development Regulations (LDRs). A Type A buffer is located along the north and east boundaries where the site abuts Commercial uses. A 15' buffer is located along the site's frontage, on US 441, per the US 441/I-75 Gateway Overlay requirements (LDR §3.7.2(C)(5)(d)). As demonstrated on the Site Plan and detailed in this section of the Justification Report, off-street parking and loading areas comply with the provisions of LDR §6.2.

9. Unique features and resources which may constrain site development such as soils, existing vegetation and historic significance;

No unique features or resources that may constrain development are located on-site.

10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design; and,

No performance-based zoning requirements are proposed.

11. Commercial uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.

The proposed FAR is 0.19 for the proposed 7,300-square foot building, significantly less than the 38,637.72-square feet permitted.

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

Landscape buffers are provided per City of Alachua Land Development Regulations (LDRs).

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

A minimum 10% open space is set aside.

Policy 9.1: Any new development or redevelopment within a Commercial or Industrial land use category within the corporate limits, where potable water and wastewater service are available, as defined in Policy 1.2.a and Policy 4.2.b of the Community Facilities Element

of the City's Comprehensive Plan, shall connect to the City's potable water and wastewater system.

The proposed use will connect to City potable water and sanitary sewer systems located adjacent to the site.

TRANSPORTATION ELEMENT

Policy 1.2.a: The City shall control the number and frequency of connections and access points of driveways and streets to arterial and collector streets by requiring access points for state roads to be in conformance with Chapter 14-96 and 14-97, Florida Administrative Code, or subsequent provision.

No driveway is proposed to connect directly to US 441, the only adjacent arterial or collector street.

Policy 1.3.a: The City shall establish minimum and maximum parking standards in order to avoid excessive amounts of underutilized parking areas.

The proposed number of parking spaces on the Site Plan is within the permitted minimum and maximum range.

Policy 1.3.e: The City shall establish standards for parking facility design that adequately separates pedestrians from vehicular traffic and delineates pedestrian crossing zones.

A pedestrian connection to the sidewalk along NW 161st Terrace is connected to the proposed building by a cross walk.

Policy 1.3.f: The City shall establish bicycle parking facility standards based on type of use within developments.

No bicycle parking is required for this site, as the max permitted number of parking spaces is less than 50 spaces (LDR §6.1.4(D)). Therefore, no bicycle parking spaces are being proposed. The proposed 7,300-square foot building requires a minimum 17 parking spaces. Per LDR §6.1.4(B)(5)(a), the max potential parking spaces that can be provided is 22 (125% of the minimum required). The Site Plan has 21 parking spaces.

Policy 1.3.g: The City shall require spaces to accommodate persons with physical disabilities as required by the Americans with Disabilities Act.

One accessible parking space is on the Site Plan, as required. The handicapped parking space is located directly in front of the proposed building's entrance. Parking area design ensures appropriate ramps and entrances are accessible.

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

A sidewalk is located along the US 441 frontage within the right-of-way.

Policy 1.5.c: The City shall require new development and redevelopment which is compatible with an adjacent existing development(s) to interconnect with existing development(s) through one or more of the following methods:

1. Through the extension of a public or private street from the new development to the adjacent existing development or adjacent lands; and/or,
2. Through joint use of driveways and cross access agreements among adjoining properties to allow circulation between sites. Cross access between new development and existing development shall be configured to provide safe and convenient interconnectivity between the new development and all other existing development located along the cross access corridor.

Internal drive aisles have been extended to both the north and the east property boundaries to allow interconnectivity to adjacent properties. Cross access agreements among the north and east adjoining properties allow circulation between sites.

CONSERVATION AND OPEN SPACE ELEMENT

Objective 1.8 Hazardous Materials

The City shall protect the public and natural resources from contamination by hazardous materials and waste. The City shall require the safe handling, transportation, management, storage and disposal of hazardous waste and materials.

The site is a former fueling station. Underground storage tanks were removed in 1993 when “excessively contaminated” soils were discovered. Since then, TERRA-COM has been performing site assessments from soil borings and monitoring wells and reporting to the Florida Department of Environmental Protection (FDEP), which is detailed in the most recent Natural Attenuation Monitoring Report dated March 1, 2022. TERRA-COM recommends Natural Attenuation Monitoring be discontinued, and that a small-scale, episodic, chemical injection remediation strategy be pursued in the vicinity of MW-5R.

FDEP Petroleum Restoration Program (PRP) agrees with TERRA-COM’s recommendation and will have injection conducted at one monitoring well (MW-5R) following the 4th quarter sampling event, which is scheduled soon. Following the injection, FDEP will need to conduct at least two additional quarterly groundwater monitoring events. The intent is to close out the site at that time, assuming concentrations in groundwater are reduced. This will be maintained or replaced as needed as part of construction. Monitoring well MW-5R is in the site plan’s pavement /landscape area.

CONCURRENCY ANALYSIS

Alachua Tire

21-0395



To: Kathy Winburn, AICP, Planning and Zoning Director
From: Ryan Thompson, AICP, Sr. Project Manager
Date: February 28, 2022 REVISED March 14, 2022 April 28, 2022
Re: Alachua Tire

This application is for a $\pm 6,952$ square foot (sf) automobile repair and servicing use on ± 0.89 acres (Alachua County Tax Parcel 03049-003-000.) The project site is located at 16113 NW US HWY 441, Alachua, FL 32615 on the north side of US 441, immediately east of the HighPoint Crossing entrance (NW 161st Terrace). The site has Commercial Future Land Use (FLU) and Commercial, Intensive (CI) Zoning District designations.

The following analysis estimates potential impacts on City of Alachua public facilities that may result from the proposed development. The following tables include data from the City of Alachua January 2022 Development Monitoring Report, as well as data obtained within the City Comprehensive Plan and Florida Administrative Code (F.A.C.).

Roadways / Transportation

Table 1: Projected Trip Generation

Land Use	ITE Code	Units (KSF)	Daily	AM Peak	PM Peak
Tire store	848	7.0	200	19	28

Source: ITE Trip Generation Manual, 10th Edition

Conclusion: Approval of this application may generate **200** daily vehicle trips. This is not anticipated to negatively impact the adopted LOS for adjacent and nearby roadways, as demonstrated in Table 2.

Per City LDR §2.4.14(H)(2), affected roadways for developments generating 1,000 or fewer external average daily trips (ADT) are all those wholly or partially located within one-half mile of the development's ingress/egress, or to the nearest interesting major street, whichever is greater.

Based on this code provision, affected roadways were determined to be those within one-half mile of the intersection of Progress Boulevard and US 441. Affected roadways within this one-half mile search were Segment 4, US 441 from CR 25A East Intersection to SR 235, and Segment 15, CR 2054 from SR 235 to US 441.

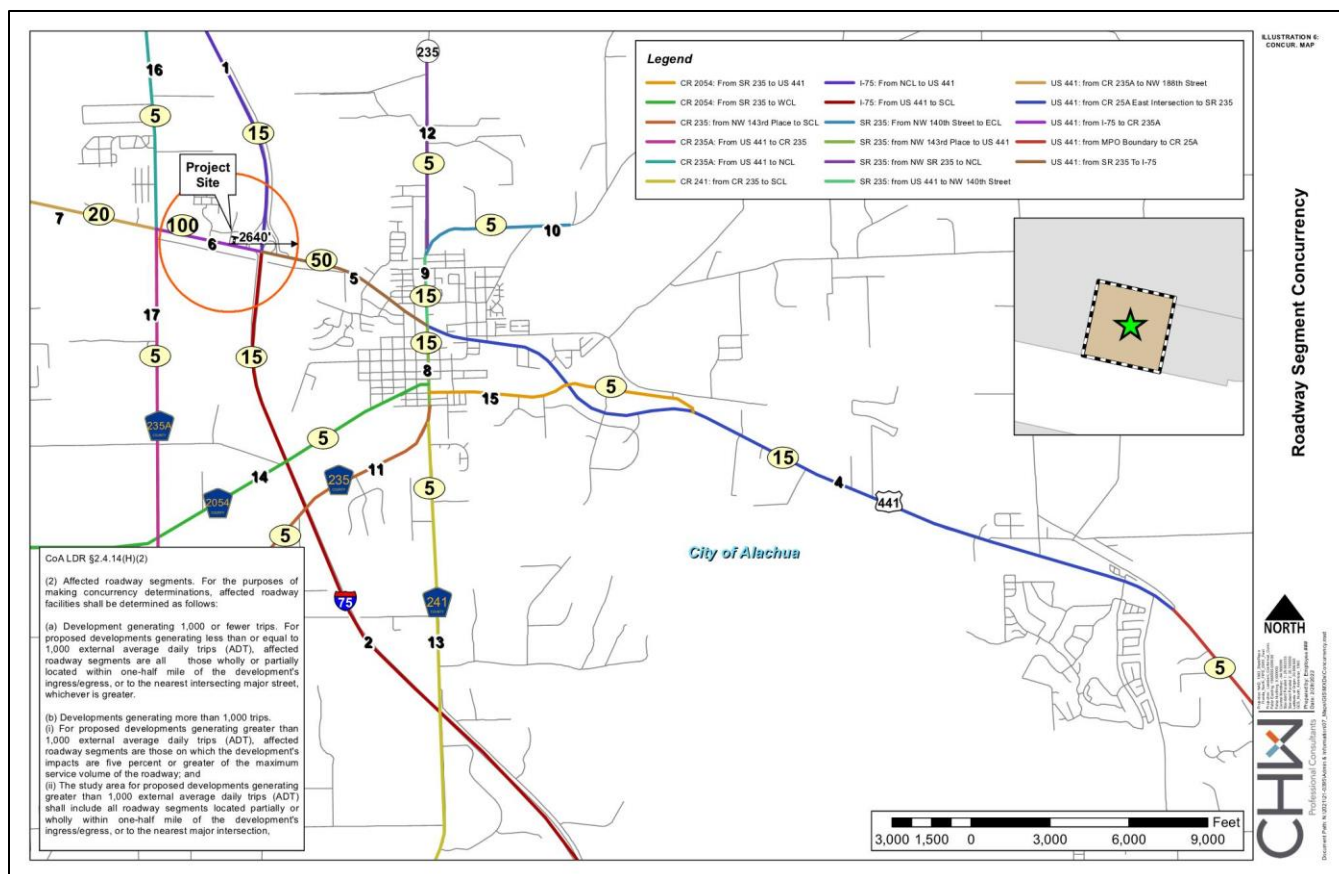


Figure 1: Anticipated Trip Distribution by Roadway Segment

Figure 1 illustrates the anticipated trip distribution. The project site is located at 16113 NW US HWY 441, Alachua, FL 32615 on the north side of US 441, immediately east of the HighPoint Crossing entrance (NW 161st Terrace). All trips will utilize US 441 from I-75 to CR 235A. Other segments within one-half mile of the development's ingress/egress include:

- I-75: From NCL to US 441
- I-75: From US 441 to SCL
- US 441: from SR 235 To I-75

Table 2a: Projected Impacts on Roadways

Traffic System Category	AADT	Peak Hour	AADT	Peak Hour
	US 441 from I-75 to CR 235A		US 441: from SR 235 To I-75	
	Segment 6		Segment 5	
Maximum service volume ¹	39,000	3,510	39,000	3,510
Existing Traffic ¹	30,111	2,861	24,204	2,299
Reserved Trips ¹	1,927	154	2,106	170
Available Capacity	6,962	495	12,690	1,041
Projected Trip Generation ²	200	28	120	17
Available Capacity with Application Approval	6,762	467	12,570	1,024

1. Source: City of Alachua January 2022 Development Monitoring Report

2. Note: Projected trip distribution percentage is estimated by 100% for Segment 6 and 50% for Segment 5.

Table 2b: Projected Impacts on Roadways

Traffic System Category	AADT	Peak Hour	AADT	Peak Hour
	I-75: From NCL to US 441		I-75: From US 441 to SCL	
	Segment 1		Segment 2	
Maximum service volume ¹	91,600	8,250	91,600	8,250
Existing Traffic ¹	38,841	4,078	65,627	6,891
Reserved Trips ¹	208	15	208	15
Available Capacity	52,551	4,157	25,765	1,344
Projected Trip Generation ²	30	4	30	4
Available Capacity with Application Approval	52,521	4,153	25,735	1,340

1. Source: City of Alachua January 2022 Development Monitoring Report

2. Note: Projected trip distribution percentage is estimated by 15% for both Segments 1 and 2.

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

Potable Water/Sanitary Sewer

Table 3: Projected Potable Water Impact

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	2,300,000
Less actual Potable Water Flows ¹	1,300,250
Reserved Capacity ¹	200,907
Residual Capacity ¹	798,843
Percentage of Permitted Design Capacity Utilized ¹	65.27%
Projected Potable Water Demand from Proposed Project ²	500
Residual Capacity after Proposed Project	798,343

1. Source: City of Alachua January 2022 Development Monitoring Report

2. Source: Florida Administrative Code 62-6.008 (Table I).

Formula used: Service station with two (2) water closets

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

Table 4: Projected Sanitary Sewer Impact

System Category	Gallons Per Day (GPD)
Treatment Plant Current Permitted Capacity ¹	1,500,000
Less actual Treatment Plant Flows ¹	677,000
Reserved Capacity ¹	180,101
Residual Capacity ¹	642,899
Percentage of Permitted Design Capacity Utilized ¹	57.14%
Projected Sanitary Sewer Demand from Proposed Project ²	500
Residual Capacity after Proposed Project	642,399

1. Source: City of Alachua January 2022 Development Monitoring Report

2. Source: Florida Administrative Code 62-6.008 (Table I).

Formula used: Service station with two (2) water closets

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

Solid Waste

Table 5: Projected Solid Waste Impact

System Category	LBs Per Day	Tons Per Year
Existing Demand ¹	42,296.00	7,719.02
Reserved Capacity ¹	17,754.19	3,240.14
New River Solid Waste Facility Capacity ¹	50 years	
Solid Waste Generated by Proposed Project ²		15.22

1. Source: City of Alachua January 2022 Development Monitoring Report.

2. Source: Sincero and Sincero; Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996.
Formula used: $((12 \text{ lbs.} / 1,000 \text{ sf/day} * \pm 6,952 \text{ sf}) * 365) / 2,000$

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

MEMORANDUM

Concept Development, Inc.

21-0395



To: Justin Tabor, *City of Alachua*
From: John Michael Simpson, *CHW*
Date: 04/28/2022
RE: Mavis Tire Alternative Landscape Plan

Alternative Landscape Plan Summary

Due to lot configuration and utility constraints, CHW is submitting a request to use an alternative landscape plan to fulfill site landscape requirements on the project site in accordance with Section 6.2.2(D)(10).

The alternative landscape items are detailed below in the responses to the City of Alachua review comments on 04/07/2022. Attached to this letter is an exhibit highlighting the proposed alternative landscape and its locations.

Comment:

D(a) Section 6.2.2 (D)(2)(b)(iv) requires four canopy trees per 100 linear feet. West parking lot perimeter is 160' which would require 6 canopy trees; however, only 2 canopy trees identified in this area. Four additional canopy trees needed for west parking lot buffer.

D(b) Section 6.2.2 (D)(3) requires a Type A buffer along the property's western perimeter. The Perimeter Buffer Landscape Requirements table provided in the submitted site plan indicates that Option 2 is selected, which would result in three canopy trees being required for this buffer. However, only 2 canopy trees are shown in this area to be planted.

Response: Due to existing features on the site, we have been left with a limited planting area along the west and south side of the project. In addition, this area is also occupied by an existing buried gas line, a buried electric line, and transformers. The limited area, existing utility lines, and existing transformers makes it impractical to provide additional canopy trees. As an alternative, additional understory trees have been added around the proposed building. Please find the items highlights in green in the attached exhibit.

<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>
INS	16	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	30 GAL, 7' HT, 3' SPR, 2" CAL
LIM	6	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	30 GAL, 10' HT, 4' SPR, 2" CAL
MGB	13	MAGNOLIA GRANDIFLORA 'BRACKEN'S BROWN BEAUTY'	BRACKEN'S BROWN BEAUTY MAGNOLIA	30 GAL, 12' HT, 42" SPR, 2" CAL
PA	3	PRUNUS ANGUSTIFOLIA	CHICKSAW PLUM	30 GAL, 7' HT, 4' SPR, 2" CAL
QVB	8	QUERCUS VIRGINIANA 'BOARDWALK'	BOARDWALK LIVE OAK	30 GAL, 12' HT, 54" SPR, 2" CAL
UA	3	ULMUS ALATA	WINGED ELM	30 GAL, 10' HT, 4' SPR, 2" CAL
<u>SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>
BX	105	BUXUS MICROPHYLLA	BOXWOOD	3 GAL, 18" HT, 9" SPR
RI	64	RHAPHIOLEPIS INDICA 'ELEANOR TABER'	ELEANOR TABER INDIAN HAWTHORN	3 GAL., 24" HT. X 12" SPR.
VOS	141	VIBURNUM OBOVATUM 'MRS. SCHILLER'S DELIGHT'	MRS. SCHILLER'S DELIGHT VIBURNUM	3 GAL., 18" HT., 18"SPR.
<u>GROUND COVERS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>
LEM	335	LIRIOPE MUSCARI 'EMERALD GODDESS'	EMERALD GODDESS LIRIOPE	1 GAL., FULL
TG	27	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	1 GAL., FULL
<u>SOD/SEED</u>		<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>
SOD		PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	WEED FREE AND SAND GROWN SOD
				48" o.c.




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BAR IS ONE INCH ON
ORIGINAL DRAWING

1"

IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALE ACCORDINGLY

CONSTRUCTION / BID REVISIONS:

SUBMITTALS:
2/28/22_CITY OF ALACHUA, FDOT, & SRWMD
03/11/22_CITY OF ALACHUA, FDOT, & SRWMD
04/28/22_CITY OF ALACHUA, FDOT, & SRWMD

CLIENT: CONCEPT DEVELOPMENT, INC.

PROJECT:

TECHNICIAN:	IMS
DESIGNER:	IMS
QUALITY CONTROL:	CT
PROJECT NUMBER:	01-0000

SHEET NO.:
LS-2



Parcel Summary

Parcel ID	03049-003-000
Prop ID	12652
Location Address	16113 NW US HWY 441 ALACHUA, FL 32615
Neighborhood/Area	ALACHUA COMMERCIAL (233200.50)
Subdivision	
Brief Legal Description*	COM INT W R/W I-75 & N R/W US 441 THE POB N 79 DEG W ALONG R/W 175 FT N 10 DEG E 175 FT S 79 DEG E 175 FT S 10 DEG W 175 FT TO POB ALSO COM NE COR GOVT LOT 7 S 1677.39 FT N 79 DEG W 351.65 FT N 79 DEG W 350 FT POB N 79 DEG W 25.09 FT N 10 DEG E 193 FT S 7
	(Note: *The Description above is not to be used on legal documents.)
Property Use Code	MISC. RESIDENCE (00700)
Sec/Twp/Rng	09-08-18
Tax District	ALACHUA (District 1700)
Millage Rate	22.0463
Acreage	0.890
Homestead	N

[View Map](#)



Owner Information

[CONCEPT DEVELOPMENT INC](#)
1449 SW 74TH DR STE 200
GAINESVILLE, FL 32607

Valuation

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Improvement Value	\$5,816	\$5,816	\$5,816	\$1,200	\$1,200
Land Value	\$290,938	\$290,938	\$290,938	\$290,900	\$290,900
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$296,754	\$296,754	\$296,754	\$292,100	\$292,100
Assessed Value	\$296,754	\$296,754	\$296,754	\$292,100	\$292,100
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$296,754	\$296,754	\$296,754	\$292,100	\$292,100
Maximum Save Our Homes Portability	\$0	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
0700	MISC RESIDENCE	0.89	38768.4	0	0	CI

Building Information

Type	SOH MISC	Heat	
Total Area	9,249	HC&V	
Heated Area		HVAC	
Exterior Walls		Bathrooms	
Interior Walls		Bedrooms	
Roofing		Total Rooms	
Roof Type		Stories	1.0
Frame		Actual Year Built	0
Floor Cover		Effective Year Built	2004

Sub Area

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr	Value
1680	PAVING 1	9,153		R1	RES	\$5,263
2222	STG 2	96		R2	RES	\$553

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualified	Vacant/Improved	Grantor	Grantee	Link to Official Records
11/17/2021	\$900,000	SD	4956	2291	01 - EXAMINATION OF DEED	Improved	ALACHUA A ONE LLC	CONCEPT DEVELOPMENT INC	Link (Clerk)
12/23/2016	\$100	MS	4485	0967	11 - CORRECTIVE DEED	Improved	* JOAN M JONES	* MURPHY'S LOT LLC	Link (Clerk)
12/21/2016	\$2,537,000	MS	4485	0971	05 - QUALIFIED, MULTI TRANS	Improved		ALACHUA A ONE LLC	Link (Clerk)
5/22/2012	\$0	DD	4115	1178	11 - CORRECTIVE DEED	Improved	* JONES JOAN M TRUSTEE //SEE O	* MURPHY'S LOT LLC	Link (Clerk)
9/30/2002	\$100	SD	2529	1324	U - UNQUALIFIED	Vacant	* JOAN M JONES	* JONES JOAN M TRUSTEE	Link (Clerk)
9/30/2002	\$100	DD	2529	1321	U - UNQUALIFIED	Vacant	* JOAN W WOOD TRUSTEE FOR MARI	* JOAN M JONES	Link (Clerk)
3/19/1996	\$100	MS	2055	58	U - UNQUALIFIED	Vacant	* MEGAHEE MARIE M	* JOAN W WOOD TRUSTEE FOR MARI	Link (Clerk)

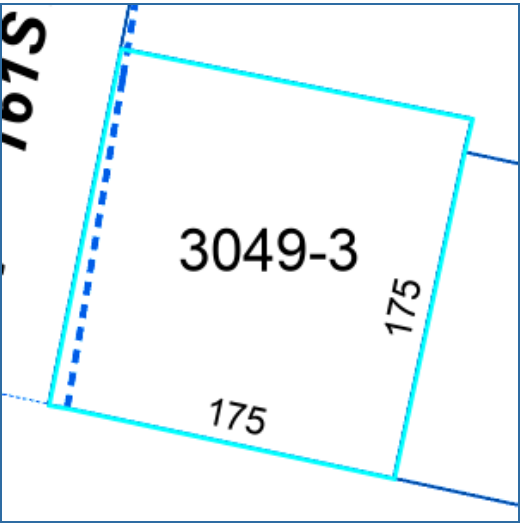
Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

Permits

Permit Number	Type	Primary	Active	Issue Date	Value
9595	DEMOLITION PERMIT	Yes	No	10/22/2004	\$2,400
8512	UTILITY/ACCESSORY COMML	Yes	No	12/16/2002	\$10,000
8501	MECHANICAL	Yes	No	12/9/2002	\$900
000005348	MISCELLANEOUS	Yes	No	9/24/1993	\$2,200

Our permitting information is pulled from the Alachua County Permitting Offices. Permitting information shown here is all the Property Appraiser has on file for this property. Any detailed questions about permits should be directed to the Permitting Offices.

Map



Photos

No data available for the following modules: Extra Features, Sketches.

This web application and the data herein is prepared for the inventory of real property found within Alachua County and is compiled from recorded deeds, plats, and other public records and data. Users of this web application and the data herein are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Alachua County Property Appraiser's Office assumes no legal responsibility for the information contained herein.
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Version 2.3.176

February 25, 2022

Alachua Tire
21-0395

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO: 2076-5473355, DATED JULY 15, 2021)

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT SEVEN (7), SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, AND RUN SOUTH 01 DEG. 48'22" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT SEVEN (7), 1677.39 FEET, THENCE RUN NORTH 79 DEG. 06'35" WEST, 351.65 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 75 AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE RUN NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 175.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 175.00 FEET; THENCE RUN NORTH 10 DEG. 53'25" EAST, 175.00 FEET; THENCE RUN SOUTH 79 DEG. 06'35" EAST, 175.00 FEET; THENCE RUN SOUTH 10 DEG. 53'25" WEST, 175.00' TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND SITUATED IN THE GOVERNMENT LOT SEVEN (7) OF SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT SEVEN (7), SECTION NINE (9), TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST, AND RUN SOUTH 01 DEG. 48'22" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT SEVEN (7), 1677.39 FEET, THENCE RUN NORTH 79 DEG. 06'35" WEST, 351.65 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 75 AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE RUN NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 350.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2529, PAGE 1342 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 79 DEG. 06'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 25.09 FEET TO THE EAST RIGHT OF WAY LINE OF NW 161ST TERRACE (HAVING A 100 FOOT WIDE RIGHT OF WAY), AS PER PLAT OF HIGHPOINT CROSSING, RECORDED IN PLAT BOOK 35, PAGE 19 OF SAID PUBLIC RECORDS; THENCE NORTH 10 DEG. 53'25" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 193.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 79 DEG. 06'35" EAST, A DISTANCE OF 200.09 FEET; THENCE SOUTH 10 DEG. 53'25" WEST, A DISTANCE OF 18.00 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2529, PAGE 1342; THENCE NORTH 79 DEG. 06'35" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 175.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 10 DEG. 53'25" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

03049-000-000
ALACHUA A ONE LLC
15260 NW 147TH DR STE 100
ALACHUA, FL 32615

03049-002-000
BOB'S MOBIL LLC
22211 W NEWBERRY RD
NEWBERRY, FL 32669

03049-003-000
CONCEPT DEVELOPMENT INC
1449 SW 74TH DR STE 200
GAINESVILLE, FL 32607

03049-004-001
ALACHUA HIGHPOINT LLC
15260 NW 147TH DR STE 100
ALACHUA, FL 32615

03053-001-002
TALAL PROPERTIES LTD & TAREK PROF
1326 E LUMSDEN RD
BRANDON, FL 33511

03053-001-009
THE CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

03053-002-001
T & H PROPERTY GROUP LLC
3580 N MAIN ST
GAINESVILLE, FL 32609

03061-000-000
CHASING CHICKEN 2 INC
2591 CENTERVILLE RD STE 202
TALLAHASSEE, FL 32308

03061-004-000
DWARKADHISH INVESTMENTS INC
1800 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

03061-004-001
T & H PROPERTY GROUP LLC
C/O BRAVO FLORIDA LLC
4220 EDISON LAKE PKWY
MISHAWAKA, IN 46545



This instrument prepared by and to be returned to:
Darryl J. Tompkins, P.A.
Darryl J. Tompkins, Esquire
Post Office Box 519
Alachua, Florida 32616

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

HIGHPOINT CROSSING

THIS DECLARATION, made this 4th day of October, 2018, by Alachua A One, LLC, a Florida Limited Liability Company, whose address is 15260 NW 147th Drive, Suite 100, Alachua, Florida 32615, hereinafter referred to as "the DECLARANT".

W I T N E S S E T H

WHEREAS, the Declarant is the owner of the real property situate, lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference ("HIGHPOINT CROSSING" and/or the "Property"); and

WHEREAS, it is contemplated that the Property, as hereinafter defined, will be developed as a commercial/retail center comprised of various diversified uses with shared easements and access, open spaces, storm water drainage and retention areas, common signage, and other common improvements for the benefit of the owners of lands made subject to the terms of this Declaration; and

WHEREAS, HIGHPOINT CROSSING and/or the Property may be expanded by adding additional property and lots by annexing additional property to this Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of environment in the Property, the general health, safety and welfare of the owners of the affected lands, and for the maintenance of shared easements and access, storm water drainage areas and improvements, open spaces, and other common areas and improvements located in the Property, and, to this end, desires to subject the Property, to the covenants, conditions, restrictions', easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Property; and

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

hereinafter created.

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

ARTICLE I **Definitions**

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

- a. "Association" shall mean and refer to Highpoint Crossing Association, Inc., a Florida corporation not for profit, or its successors and assigns.
- b. "Board of Directors" shall mean and refer to the Board of Directors for Highpoint Crossing Association, Inc., a Florida corporation not for profit, or its successors and assigns.
- c. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the BYLAWS, and the Articles of Incorporation of the Association.
- d. "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any easements reserved or created by the Declarant as set forth in this Declaration or otherwise conveyed to the Association.
- e. "The Declarant" shall mean and refer to Alachua A One, LLC, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.
- f. "Lot" shall mean an individual parcel of property on which one or more buildings may be constructed.
- g. "Member" shall mean and refer to each Owner who is a member of the Association.
- h. "Plat" shall mean and refer to the plat of Highpoint Crossing recorded at Plat Book

35 Pages 19 of the Public Records of Alachua County, Florida together with the plats of any additional land from time to time annexed to and made a part of Highpoint Crossing.

i. "Design Guidelines" shall mean and refer to the Highpoint Crossing Design Control Guidelines established from time to time by the Architectural Control Committee described in Article VI below.

j. "Owner" shall mean the owner of any Lot.

k. "Surface Water System" means a Surface Water or Storm Water Management System which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water."

ARTICLE II
Structure, Powers and Duties of
and Membership and Voting Rights
in the Association

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation of the Association, the BYLAWS of the Association and this Declaration, copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C". Neither the Articles of Incorporation nor the BYLAWS shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership as set forth in the Articles of Incorporation.

Section 3. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the BYLAWS, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, any Supplemental Declaration, the Articles of Incorporation and the BYLAWS, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

Section 4. Annexation of Additional Property.

(a) Parties Authorized to Annex Property: Additional property may be annexed by the following parties:

(i) By Declarant: Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time and in its sole discretion; to annex to Highpoint Crossing any property which is adjacent to or abutting any property described on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property described on the Plat, Declarant may disregard any roads situated between the property shown on the plat and the property to be annexed.

(ii) By Association: Additional property may be annexed to Highpoint Crossing by the Association.

(b) Procedure: The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed on behalf of Declarant or the Association by an officer of Declarant or its assignees or by an officer of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed which limit the applicability of covenants, restrictions, and easements contained in this Declaration or which impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included which exempt the owners of the property being annexed from equitably sharing in common expenses of Highpoint Crossing. Upon recording, the annexed property will become part of Highpoint Crossing.

Section 5. Additional Associations. At the option of Declarant, separate associations for phases annexed pursuant to Section 4 above, may be established provided, however, that Lots in any such association shall also be members of the Association. The Association shall have the right, but not the obligation to collect all separate neighborhood assessments for any additional associations.

ARTICLE III **Property Rights**

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

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

b. Rights and easements of drainage across storm water drainage and retention structures

and areas, and the right to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, any applicable Supplemental Declaration, the Articles and the BYLAWS of the Association.

Section 2. Title to Common Property / Termination of Declarant Rights. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon. At or before the time Declarant has conveyed to Owners fee simple title to all of the Lots, Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association by warranty deed, free and clear of any mortgage lien, all Common Property, and at such time Declarant's rights under these Covenants will terminate. If Declarant retains any Lot, or portion thereof, for a purpose other than for sale in the ordinary course of business, Declarant's rights under the Covenants, as a Declarant will terminate. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration:

In order to preserve and enhance the Property values and amenities of the Lots, the Common Property, and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition by the Association.

Any provision contained in this Declaration requiring the Declarants' written approval shall terminate upon the Termination of Declarant's Rights under this paragraph.

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

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

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

the flow of drainage.

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

Section 4. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, non-exclusive licenses, rights, privileges and easements in, through, over, upon and under all Common Property, for the following purposes: (1) the right to use the said Common Properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of the Property; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property or easements, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market the Property. This Section may not be amended without the written consent of the Declarant.

Section 5. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration are for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 6. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed by an Owner encroaches on any Common Property, it shall be deemed that the Association has granted a perpetual easement to the Owner for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

ARTICLE IV
Insurance and Casualty Losses

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

ARTICLE V
Covenant for Maintenance Assessments

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

a. Each Owner, by acceptance of a deed to any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal) , shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due. For the purposes of this Article, the Declarant is an "Owner" subject to assessments.

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

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the health, safety, and welfare of the lands and owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will

be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- a. Payment of operating expenses of the Association; and
- b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, parking, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and
- c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Lot, the value of the interest of each owner in such property shall be included in the assessed value of each Lot; and
- d. Management, maintenance, improvement and beautification of landscaping, fencing and storm water drainage and retention features on Common Property; and
- e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members and maintenance of Common Area's grass, landscaping, trees and shrubs; and
- f. Repair and maintenance of all streets, parking and roadways situated upon the Common Property, which have not been dedicated to any governmental unit. Declarant is responsible for the original cost of constructing any such street, parking, or roadway improvement and installing or constructing any traffic control device or similar improvement thereon, situated upon the common property; and
- g. Funding of appropriate reserves for future repair and replacement; and
- h. Doing any other thing necessary or desirable in the judgment of said Association to keep the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Property.
- i. Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions. The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management

System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within thirty (30) days of the assessment being levied.

Section 3. Determination of Assessments.

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

b. Capital Budget. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be approved not by the Board of Directors, but by a majority of the Members by separate written ballot.

c. Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. In the event the proposed budget reflects an increase in assessments greater than 15% over the previous year, such increase shall not be effective until approved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of a majority of the Class A membership of the Association. In the event that the membership does not approve the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

d. Allocation of Assessments Among Parcels. The total expenses reflected in the Operating Budget of the Association shall be assessed against all Lots in proportions based upon the square footage of land in each Lot to the total square footage of the Property subject to assessment.

e. Adjustment of Assessments to reflect Varying Levels of Services. In determining assessments payable by the Owners, the Board of Directors may in its discretion allocate the varying cost components of the budget among the Owners affected or benefitted to reflect varying levels of

services to different Owners; for example but not by way of limitation, the Board of Directors may elect to allocate the assessments for refuse collection and retention basin maintenance to those lots benefitting from the use of these areas and services.

Section 4. Special Assessments.

a. Special Assessments. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

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

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The annual assessments provided for herein as to the Property shall be due and payable quarterly, in advance.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any owner a certificate signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Association may charge a reasonable fee for this service.

Section 7. Effect of Non-Payment of Assessment. If any assessment or installment thereon is not paid within fifteen (15) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board. The Association shall have the right to file and foreclose a Claim of Lien against any Lot in the amount of the unpaid assessment.

The Association may bring an action at law for collection against the Owner personally obligated to pay the assessment and/or to foreclose the lien against the Lot and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's

fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Association for collection.

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

The Board of Directors may establish a late fee for any assessment not paid within ten (10) days of its due date.

Such lien shall be effective upon filing in the public records of Alachua County and shall be prior to all other liens thereafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 8. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefore.

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

ARTICLE VI

Architectural Control

Section 1. Architectural Control; ACC. All improvements on the Property are subject to architectural and environmental review. This review shall be in accordance with this Article, the requirements of the City of Alachua, and the Design Control Guidelines. No site work, landscaping, utilities extensions, drainage improvements, paving, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the

plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Control Committee (the "ACC") as to consistency with Design Control Guidelines, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

The ACC may revise from time to time the Design Control Guidelines, if said revisions are consistent with the original concept and plan of development and approved by the City of Alachua. The Design Control Guidelines shall be set forth in writing and made available to all builders doing business in the Property, and to all Members and prospective members of the Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Design Control Guidelines may include any and all matters considered appropriate by the ACC not inconsistent with the provisions, of this Declaration, including without limitation, landscaping, site, building, parking, lighting, signage, fence design and recreational improvements.

The Declarant shall be entitled to appoint all members of the ACC. Thereafter, the ACC shall be comprised of three persons, who shall be appointed by the Board of Directors. The members of the ACC shall not be required to be owners. The concurrence of a majority of the members of the ACC shall be required for any decision of the ACC.

The conclusion and opinion of the ACC shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ACC should determine that any proposed improvement, alteration, etc., is not consistent with the Design Control Guidelines, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ACC with the location of the structure, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ACC, will render the proposed item of improvement inharmonious or out of keeping with the Design Guidelines. Three (3) sets of plans, specifications and plot plans (collectively the "Plans") shall be submitted to the ACC by the owner prior to applying for a building permit. The ACC shall provide a written receipt for the plans by an authorized agent of the ACC. Plans and resubmittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ACC. Failure of the ACC to respond in writing to a submittal or re-submittal of Plans within such period shall be deemed to be an approval of the Plans as submitted or resubmitted. The ACC approval or disapproval, as required by this Declaration, shall be in writing and shall accompany two (2) copies of the Plans to be returned to the Owner. The remaining copy of the Plans shall become the property of the ACC. Whenever the

ACC disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval.

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

Section 4. Variances. The ACC may authorize variances from including without limitation restrictions placement of structures, or similar restrictions,, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ACC and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any other purposes than the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

Section 5. Waiver of Liability. Neither the Declarant, the ACC, any member of the ACC, the Association, nor any of their representatives shall be liable in damages to anyone submitting Plans for approval or to any owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval of, disapproval of or failure to approve any Plans. Every person who submits Plans for approval agrees, by submission of such Plans, and every owner or occupant of any Lot agrees by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of

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

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

This Article may not be amended without the Declarant's written approval.

Section 6. Enforcement of Planning Criteria. The Declarant and the Association shall have the standing and authority to enforce in courts of competent jurisdiction the Design Control Guidelines and the decisions of the ACC. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, the Declarant or the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Design Control Guidelines, and charge the cost thereof to the Owner. Neither the Declarant nor the Association, or their agents or employees, shall be liable to the Owner or to any occupant or invitee of any owner for any trespass or damages or injury to property or person unless caused by gross negligence or intentional wrongdoing.

Section 7. Term of Approval. Approval by the ACC shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not, commenced within the said one (1) year period, the approval shall expire and no construction shall thereafter commence without written renewal of such prior approval. The ACC shall establish reasonable time limitations for the completion of any improvements approved by the ACC.

ARTICLE VII **Maintenance**

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Lot in good and presentable condition and repair consistent with the approved plans and specifications therefore. Each Lot Owner shall be responsible for removing and replacing dead or dying trees and shrubs and grasses on its property. The Association shall have the right to provide maintenance upon any Lot and improvements thereon in the event of default by any owner in that Owner's duties hereby imposed; subject, however, to the

following provisions. Prior to performing any maintenance on an Owner's property, the Board of Directors, or a committee appointed by the Board of Directors, shall determine that same is in need of repair, or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) days prior written notice to the owner at the last address listed in the Association's records for said Owner notifying the owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping, and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Property. Neither the Declarant nor the Association, or their agents or employees, shall be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.

Section 2. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any owners' property and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board of Directors, entry may be made on any day and at any hour. In accepting a deed, each Owner grants the Association an easement to his Lot for repair or maintenance access made pursuant to this Article.

Section 3. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, and all improvements thereon. said maintenance obligation shall be deemed to include but not be limited to maintenance (subject to the insurance and casualty loss provisions contained herein) of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, walks, retention, detention and drainage areas, service roads, signage, and other improvements situated upon the Common Property. The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

Section 4. Damage to Common Property. If Declarant or an Owner causes damage to any portion of the Common Property, such damage shall be repaired by the responsible party within a reasonable amount of time.

Section 5. Assessment of Cost. The cost of the repair or maintenance referred to in Sections 1 and 4 shall be assessed as an individual assessment against the Owner of the affected Lot and shall be secured by a lien upon the affected Lot and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

ARTICLE VIII

Restrictive Covenants

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

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot. This section does not restrict the right of any owner to install, operate and maintain a water well for use only for air conditioning/heating, and irrigation purposes.

Section 2. Drainage Facilities. Each Owner will comply with the master drainage plan approved for the Property by the Suwannee River Water Management District. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the district bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida or any such attorneys' fees and costs awarded to the District by any court or administrative body.

Section 3. Landscaping. Irrigation and landscaping on each Lot and stormwater drainage and retention features located on and serving only a specific Lot shall be continuously maintained in

good, aesthetically pleasing condition by the Owner. The ACC may waive, alter or amend this requirement based upon changes in water usages and landscaping materials. Landscaping as approved by the ACC shall be installed within thirty (30) days of occupancy or substantial completion of any buildings, whichever occurs first.

Section 4. Obnoxious or Offensive Activity. No Obnoxious or offensive activity shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or of the Common Property, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affecting the adjoining property or any portion or portions thereof; excessive noise, smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration or light.

Section 5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in areas approved by the Board of Directors in accordance with specifications so established.

Section 6. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view. Any such storage items or tanks must be buried underground, and shall otherwise comply with standards established from time to time by the Board of Directors, the ACC and governmental regulations.

Section 7. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a continuous period in excess of twenty-four (24) hours. No campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description may be stored on the Property without the approval of the ACC. The only exception is during the periods of approved construction on the Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pickup, delivery, and other commercial services. Additional rules and regulations regarding parking, use, repair and storage of vehicles on the Property may be promulgated from time to time by the Board of Directors.

Section 8. Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted on the Property; provided, however, temporary improvements used solely during the construction of the approved permanent improvements shall be permitted if approved by the ACC but shall be removed immediately upon completion of such construction.

Section 9. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on a Lot, or on the Property, unless prior written

approval of the ACC is obtained; Provided, however, reasonable street numbers and one sign containing not more than twelve (12) square feet on surface area per side (2 sides maximum) and used solely in connection with the marketing of a Lot for sale shall be permitted without prior approval. The restrictions of this section shall not apply to the Declarant.

Section 10. Air Conditioning Equipment. No air conditioning equipment which is not screened shall be permitted on the Property unless approved by the ACC. The ACC may prohibit window air conditioning units altogether or impose stricter standards.

Section 11. Antenna. No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained on the Property without the prior written approval of the ACC.

Section 12. Completion of Construction. After commencement of construction of any improvements on a Lot, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The owner of the Lot on which improvements are being constructed shall at all times keep streets and parking contiguous to the Lot and the abutting Common Property free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 13. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and sodded, as provided on the approved Plans.

Section 14. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ACC. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing on the Property. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Lot or parts thereof, and from which the "service lines" run.

Section 15. Mailboxes. No mailboxes or newspaper boxes shall be permitted on the Property unless and until approved by the ACC, and subject to such requirements as may be imposed by the ACC.

Section 16. Trees. Living trees measuring eight (8") inches or more in diameter shall not be cut down or removed from the Property without the prior written consent of the ACC unless the trees are located within five (5') feet of a proposed building as approved by the ACC.

Sections 17. Fences. No fences shall be erected without prior ACC approval.

Section 18. Rights of the Declarant. The Declarant and its designee has the right to maintain upon a portion of the Property sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

Section 19. Ordinance Restrictions. No improvements of any kind shall be constructed or placed upon the Property, and no uses shall be permitted on the Property except as authorized and permitted by all local ordinances, building codes and land development regulations affecting the subject property.

ARTICLE IX

Amendment by Declarant

The Declarant reserves and shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot, which do not lower the standards of the covenants and restrictions herein contained; (c) release any Lot from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) to amend this Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee referred to in Section 8 of Article V. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.

ARTICLE X

Additional Covenants and Restrictions

No Owner, without the prior written approval of the Declarant or without the prior written approval of the Board of Directors after Termination of Declarant Rights, may impose any additional covenants or restrictions on any part of the Property.

ARTICLE XI

Amendment

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions

set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the owners to be prepared, and having the same duly recorded in the public records of Alachua County, Florida. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by thirty (30%) percent of the owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the public records of Alachua County.

Notwithstanding the foregoing, no amendment may be made under the terms of this Article to increase or create additional assessments, fees or charges applicable to any Lot or Member or to modify the provisions of Article V, Sections 3 or 4 above, without the prior approval of at least two-thirds (2/3) of the votes of Members other than Declarant.

Until Termination of Declarant Rights, no Declarant related amendment shall be made to this Declaration, or the Articles or BYLAWS of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other owners.
- b. Modifies the definitions provided for by Article I of this Declaration in a manner which alters the Declarant's rights or status.
- c. Alters the character and rights of membership as provided in the Articles of Incorporation or affects or modifies in any manner whatsoever the rights of Declarant as a Member.
- d. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.
- e. Denies the right of the Declarant to convey Common Property to the Association.

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

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

h. Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

ARTICLE XII

Duration and Termination

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

ARTICLE XIII

Enforcement

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, or any owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of the Declarant, its successors or assigns, or the Association or an owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

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

Section 3. Lessees to Comply with Declaration, Articles and BYLAWS - Effect on Non-Compliance. All tenants of the Property or any portion of it shall be subject to the terms and conditions of this Declaration, the BYLAWS and the Articles of Incorporation of the Association, and the rules and regulations promulgated thereunder as though such tenants were Owners.

Each Owner agrees to cause his lessee, occupant, and employees to comply with this Declaration, the BYLAWS, Articles and the rules and regulations promulgated thereunder, and each Owner is responsible and liable for all violations and losses caused by such Lessees or occupants notwithstanding the fact that such occupants are also fully liable for any violation of this Declaration, the BYLAWS, Articles and the rules and regulations promulgated thereunder.

In the event that a lessee ' occupant, or employee of the lessee violates a provision of the Declaration, BYLAWS, Articles or rules and regulations adopted pursuant thereto, the Board of Directors shall have the power to bring an action or suit against the lessee, occupant or employee to recover sums due, for damages or injunctive relief, or for any other remedy available at law or equity.

ARTICLE XIV **Miscellaneous**

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

DECLARANT:

ALACHUA A ONE, LLC

BY:

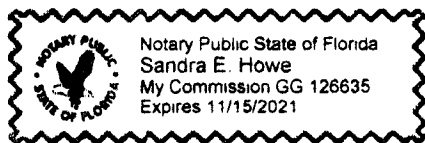
James W. McCauley
JAMES W. MCCAULEY
MANAGER

Printed Name: DIARRYL J. TOMPKINS

Printed Name: Sandra E. Howe

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 4th day of October, 2018,
by JAMES W. MCCAULEY, as Manager of Alachua A One, LLC, a Florida Limited Liability
Company, on behalf of the company, who is personally known to me, or who has produced
_____ as identification, and who did take an oath.



Sandra E. Howe
NOTARY PUBLIC STATE OF FLORIDA

Printed Name: Sandra E. Howe

My Commission Expires: 11/15/2021

CONSENT AND SUBORDINATION

The undersigned CITIZENS STATE BANK, organized under the laws of the State of Florida, ("Lender") is the holder of a security interest in and security title to, the ("Property"), as defined in the foregoing Declaration of Covenants, Conditions and Restrictions for Highpoint Crossing (the "Declaration"), under that certain Commercial Real Estate Mortgage dated as of December 21, 2016, recorded in Official Records Book 4485, Page 976 and Assignment of Leases and Rents dated as of December 21, 2016, recorded in Official Records Book 4485, Page 984, all in the Public Records of Alachua County, Florida (together with the other documents executed in connection with the foregoing, collectively, the "Loan Documents").

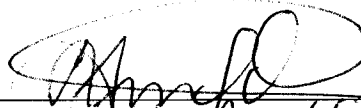
Lender hereby consents to the Declaration and hereby subordinates the Loan Documents and all of the Lender's right, title and interest in and to the Property, whether arising under the Loan Documents or otherwise, to the Declaration. Lender further expressly agrees that the Declaration and the rights set forth therein shall be paramount and superior to any and all right, title and interest of Lender in and to the Property. Except as expressly subordinated hereby, the Loan Documents shall remain in full force and effect in accordance with their terms.

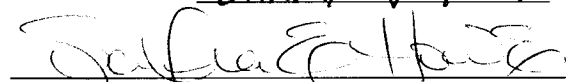
Signed, sealed and delivered
in the presence of:

LENDER:
Citizens State Bank

Witnesses:

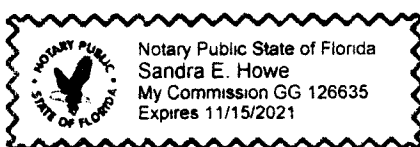

Printed Name: DARRYK J. TOMPKINS

By: 
Name: Laude Arnaldi
Title: EVP


Printed Name: Sandra E. Howe

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of September, 2018 by Laude Arnaldi as Executive Vice President of Citizens State Bank. He ~~He~~ She is personally known to me or has produced _____ driver license as identification and did take an oath.





NOTARY PUBLIC
Printed Name: Sandra E. Howe
Commission No.: GG 126635
My Commission Expires: 11/15/2021

EXHIBIT "A"

DATE: November 15, 2018

CLIENT: Dr. James McCauley

PROJECT NO: 16-0638

DESCRIPTION FOR: Highpoint Crossing Declaration

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

FOR POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89°42'41" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1166.41 FEET TO A POINT LOCATED AT THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (300' WIDE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5579.58 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 08°28'51" EAST, 2727.31 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°17'34", AN ARC DISTANCE OF 2755.22 FEET TO THE END OF SAID CURVE; THENCE SOUTH 05°40'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 473.49 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 05°40'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 204.11 TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 894.93 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°37'45" WEST, 341.91 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 22°01'31", AN ARC LENGTH OF 344.02 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°38'30" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.80 FEET TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 507.63 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°41'44" WEST, 107.59 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 12°09'59", AN ARC LENGTH OF 107.79 FEET TO THE END OF SAID CURVE; THENCE SOUTH 28°38'52" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.37 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1582, PAGE 1576 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, NORTH 77°53'37" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 348.54 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115, PAGE 1178 OF SAID PUBLIC RECORDS; THENCE SOUTH 12°11'35" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 174.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441; THENCE NORTH 77°47'29" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 174.91 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 77°41'45" WEST, A DISTANCE OF 327.91 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS; THENCE NORTH 01°51'21" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 1031.33 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 1495.90 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT TRACT "A" AND THE PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT OF HIGHPOINT CROSSING, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

**ALL AS SHOWN ON THE MAP
ATTACHED HERewith AND
MADE A PART HEREOF**

EXHIBIT "B"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HIGHPOINT CROSSING ASSOCIATION, INC., a Florida corporation, filed on February 22, 2018, as shown by the records of this office.

The document number of this corporation is N18000002078.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-sixth day of February, 2018



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION
OF
HIGHPOINT CROSSING ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617 the undersigned, all of whom are residents of Alachua County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is HIGHPOINT CROSSING ASSOCIATION, INC. hereafter called the "Association."

ARTICLE II
DURATION

The corporation shall exist perpetually.

ARTICLE III

The principal office of the Association is located at 15260 NW 147th Drive, Suite 100 Alachua, Florida, 32615.

ARTICLE IV

James W. McCauley, whose address is 15260 NW 147th Drive, Suite 100, Alachua, Florida, 32615, is hereby appointed as registered agent of this Association.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the commercial/retail center, Common Area within that certain tract of property commonly known as HIGHPOINT CROSSING and more particularly described in the plat thereof to be recorded in the public records of Alachua County, Florida, and to promote the health, safety and welfare of the owners within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose.

FILED
FEB 22 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In furtherance of such purposes, the Association shall have the power to:

a. exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions and hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Clerk of the Court of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. borrow money, and with the assent of two-thirds (2/3) of all class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-third (2/3) of all class of members, agreed to such dedication, sale or transfer;

f. participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional property and Common Area, provided that such merger, consolidation or annexation shall have the assent of two-third (2/3) of all class of members;

g. have and to exercise any and all powers, rights privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

The Association shall operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with Suwannee River Water Management District ("District") permit No. ERP-001-230196-1 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or

Storm Water Management System(s). The Association shall levy and collect adequate assessments against the member of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System(s).

ARTICLE VI SUBSCRIBERS

The name and address of the subscriber is:

James W. McCauley
15260 NW 147th Drive
Suite 100
Alachua, FL 32615

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

James W. McCauley	15260 NW 147th Drive, Suite 100, Alachua, Florida 32615
John Bernard McCauley	64 Heather Road, Sandyford Industrial Estate, Dublin 18, D18WV83
Rita McCauley	c/o Grosvenor Building Services, Inc., 3398 Parkway Center Court, Orlando, Florida 32808

ARTICLES VIII OFFICERS

The affairs of this Association shall be managed by a President, Vice-President, Secretary, and Treasurer and they shall be elected at the first meeting of the Board of Directors following each annual meeting of the members or as otherwise provided in the By-Laws. Until the next election of officers under the Articles of Incorporation, the following shall serve as officers:

President:	James W. McCauley
Vice-President:	John Bernard McCauley
Secretary/Treasurer:	Rita McCauley

ARTICLE IX MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest on any Lot, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association.

ARTICLE X VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each acre owned, however if an owner owns a Lot which is less than one (1) acre they shall be entitled to one (1) vote for each Lot which they own. Fractional portions of each acre shall be counted as one (1) vote (by way of example if an owner owns 2.3 acres the owner shall be entitled to three (3) votes). When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall a vote be cast which is greater than the vote computed on the basis of the acreage of the Lot determined herein with respect to any Lot.

Class B. The class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each acre it owns. Fractional portions of each acre shall be counted as three (3) votes. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLES XI AMENDMENTS

Amendments of these Articles shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of all class of members entitled to vote thereon.

FILED
18 FEB 22 PM 2:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE XII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-third (2/3) of all class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII AMENDMENTS TO BY-LAWS

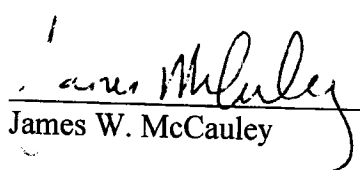
The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of all class members existing at the time of and present at such meeting except that the initial By-Laws of the Association shall be made and adopted by the first Board of Directors.

Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XIV DISSOLUTION OF ASSOCIATION SURFACEWATER MANAGEMENT SYSTEM

Prior to dissolution of this Association, all property, interest in property, whether real, personal or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention acres, drainage, other surfacewater management works and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accept for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District and local government jurisdiction through modification of any and all permits or authorization issued by the Suwannee River Water Management District and local government jurisdiction. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District and local government jurisdiction in effect at the time of application for such modification.

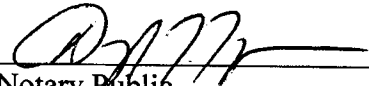
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of the Association, have executed these Articles of Incorporation this 21st day of February 2018.

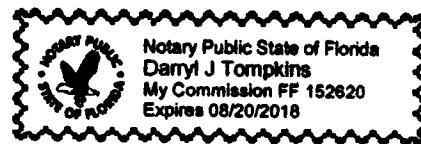

James W. McCauley

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James W. McCauley, known to me to be the person described in the foregoing instrument, and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of February, 2018.


Notary Public
My Commission Expires: 8/20/2018



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18 FEB 22 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

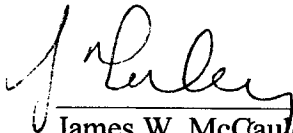
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.019, Florida Statutes, the following is submitted, in compliance with said Act:

First: That HIGHPOINT CROSSING ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at City of Alachua, County of Alachua, State of Florida, has named James W. McCauley, located at 15260 NW 147th Drive, Suite 100, Alachua, Florida 32615, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept in this capacity, and agree to comply with provisions of said Act relative to keeping open said office.



James W. McCauley
Registered Agent

FILED
18 FEB 22 PM 2:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "C"

BY-LAWS

OF

HIGHPOINT CROSSING ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is HIGHPOINT CROSSING ASSOCIATION, INC., hereinafter called the "Association." The principal office of the Association is located at 15260 NW 147th Drive, Suite 100, Alachua, Florida 32615, but meeting of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean to refer to HIGHPOINT CROSSING ASSOCIATION, INC., A Florida Corporation not for profit, or its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, as amended from time to time and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land described in the Declaration of Covenants, Conditions and Restrictions as amended with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to, James W. McCauley, its successors or assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties as amended from time to time, recorded in

the Office of the Clerk of Courts of Alachua County, Florida.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at a time to be set by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written Notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote, addressed to the members address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting in person or in proxy entitled to cast, one-third (1/3) of the votes of all class of membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, and these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. At the annual meeting the members shall elect four (4) Directors for a term of three (3) years, however the initial Board shall be elected to separate terms of three (3) years, two (2) years and one (1) year so as to stagger the terms of new Directors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use of the Common Area or and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and right to use of the Common Area facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

f. procure and maintain adequate liability and hazard insurance on property owned by the Association;

g. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

Section 2. Duties. It shall be the duty of the Board of Directors to:

a. cause to be kept a complete record of the acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any such meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

b. supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

c. as more fully provided in the Declaration to:

1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2. send written notice of each assessment to every Owner subject thereto at least (30)

days in advance of each annual assessment period; and

3. foreclosure the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally charged.

d. issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. cause the Common Area and to be maintained.

ARTICLES VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the vice-president, secretary and treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, promissory notes, deeds and other written instruments.

Vice President

b. The vice-president shall act in the place and stead of the president in the event of his absence, inability of refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

c. The secretary shall record the votes and keep minutes of all meeting and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meeting of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

d. The treasurer or management company approved by the Board of Directors shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the contemplation of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area and or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HIGHPOINT CROSSING ASSOCIATION, INC., a corporation not for profit.

ARTICLE XIII AMENDMENTS

These By-Laws may be amended, at any annual meeting of the Association, or at any special meeting, duly called for such purpose, on the affirmative vote of two-thirds (2/3) of all class members existing at the time of and present at such meeting.

Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water Management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any and all such amendments shall be forwarded to the District within thirty (30) days of approval.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of Suwannee River Water Management District.

At any meeting, whether annual or special called meeting, of the Members or Directors, at

which a Motion is made concerning the Surface Water or Storm Water Management System(s) a Motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

ARTICLE XIV CONFLICTS

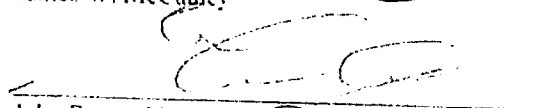
In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

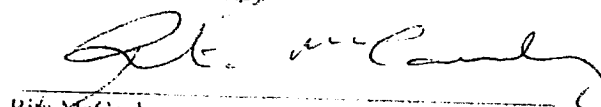
ARTICLE XV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except when the fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the Directors of HIGHPOINT CROSSING ASSOCIATION, INC., have hereunto set our hands this 19th day of April, 2018.


James W. McCauley


John Bernard McCauley


Rita McCauley

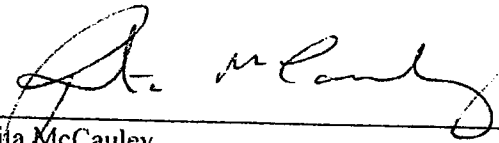
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of HIGHPOINT CROSSING ASSOCIATION, INC., and

THAT the foregoing By-Laws constitute the By-Laws of said Association as duly appointed at a meeting of the Board of Directors thereof, held on this 19th day of April, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19th day of April, 2018.



Rifa McCauley



Search all services we offer...



[Vehicle Registration](#)

[Property Tax](#)

[Tourist Tax](#)

[Search](#) > Account Summary

Real Estate Account #03049 003 000

Owner:

ALACHUA A ONE LLC

Situs:

16113 NW US HWY 441
ALACHUA 32615

[Parcel details](#)

[Property Appraiser](#)



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/30/2021** for **\$6,375.68**. [Print paid bill \(PDF\)](#)

[Apply for the 2022 installment payment plan](#)

Account History

BILL	AMOUNT DUE	STATUS	ACTION
2021 Annual Bill ⓘ	\$0.00	Paid \$6,375.68 11/30/2021 Receipt #21-0051360	Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid \$6,878.36 04/30/2021 Receipt #20-0159946	Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$6,672.37 12/31/2019 Receipt #19-0078621	Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$6,480.89 12/31/2018 Receipt #18-0078466	Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid \$6,852.50 03/06/2018 Receipt #17-0122658	Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid \$3,057.76 11/28/2016 Receipt #16-0033293	Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid \$2,250.29 11/28/2015 Receipt #15-0033560	Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid \$2,224.15 11/21/2014 Receipt #14-0025694	Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid \$2,223.45 11/12/2013 Receipt #13-0011768	Print (PDF)
2012 Annual Bill ⓘ	\$0.00	Paid \$2,222.38 11/19/2012 Receipt #12-0027948	Print (PDF)
2011 Annual Bill ⓘ	\$0.00	Paid \$2,273.72 11/16/2011 Receipt #2011-3007106	Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid \$2,638.03 11/24/2010 Receipt #2010-3012527	Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid \$2,628.93 11/30/2009 Receipt #2009-1013377	Print (PDF)
2008 ⓘ			
2008 Annual Bill	\$0.00	Paid \$2,479.37 11/24/2008 Receipt #2008-8010907	Print (PDF)
Refund		Processed \$99.17 12/10/2008 To JOAN M WOOD LIVING TRUST	
		Paid \$2,479.37	
2007 Annual Bill ⓘ	\$0.00	Paid \$2,390.70 11/30/2007 Receipt #2007-9034210	Print (PDF)
2006 Annual Bill ⓘ	\$0.00	Paid \$2,657.20 11/28/2006 Receipt #2006-9087084	Print (PDF)
2005 Annual Bill ⓘ	\$0.00	Paid \$2,739.82 11/30/2005 Receipt #2005-9052898	Print (PDF)
2004 Annual Bill ⓘ	\$0.00	Paid \$3,163.06 11/30/2004 Receipt #2004-9015817	Print (PDF)
2003 Annual Bill ⓘ	\$0.00	Paid \$3,234.96 11/18/2003 Receipt #2003-3009883	Print (PDF)
2002 Annual Bill ⓘ	\$0.00	Paid \$3,326.52 11/15/2002 Receipt #2002-0208454	Print (PDF)
Total Amount Due	\$0.00		



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MAR 14 2022

(Sent via email only to addressee at crobertson@terra-comenv.com)

Chet Robertson
Terra-Com Environmental Consulting, Inc.
1120 NW 23rd Ave.
Gainesville, FL 32609

Subject: Deliverable Review
Racetrac #413
16113 Martin Luther King Blvd.
Alachua, Alachua County
FDEP Facility ID# 018519298
Discharge Date: 10/14/1993, PLRIP
Discharge Score: 10

Dear Mr. Robertson:

The Petroleum Restoration Program (PRP) has reviewed the Natural Attenuation Monitoring Report (NAM) dated March 1, 2022 (received March 1, 2022), submitted for this facility. The Natural Attenuation Monitoring Report (NAM) is acceptable and demonstrates the work outlined in Purchase Order (PO) # B92784 for Task 4 was satisfactorily performed.

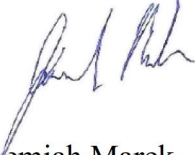
The PRP agrees with Terra-Com's recommendation of moving ahead with additional remedial action with a small-scale remedial strategy for the site, but we would like to set up a teleconference to discuss the approach. Please contact the PRP within 15 days of receipt of this letter to schedule a teleconference with the site manager and engineer for the site.

The approved cost for completion of Task 4 is \$3,227.80. The approved amount includes retainage as detailed on the attached rate sheet. Please include the rate sheet when you submit your invoice to PRP Accounting. The invoice should be submitted within 30 days of receipt of this approval letter/e-mail.

MAR 14 2022

If you have any questions about the review, please contact me at 850-629-3914, through Mail Station 4590 at the letterhead address or by e-mail at jeremiah.marek@wsp.com.

Sincerely,



Jeremiah Marek
Site Manager
WSP USA
Petroleum Restoration Program Section 6

Janice Porto

Digitally signed by Janice Porto
Date: 2022.03.14 14:52:29
-04'00'

Janice Porto
Government Analyst II
Petroleum Restoration Program
Florida Department of Environmental Protection
Janice.Porto@floridadep.gov

Reviewed by:



Natalie M. Monteiro, P.E.
WSP USA
Petroleum Restoration Program Section 6

March 11, 2022

Date

/JM

cc: Mr. James McCauley , Alachua A One LLC, mccauleyjmd@yahoo.com

**Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET**

DETAIL INVOICE, Page 2 of 3

Facility Name: RACETRAC #413
 7-Digit Facility ID #: 8519298
 County: 01
 Region: North
 Site Manager Name: JEREMIAH MAREK
 Site Manager Phone: (850)877-1133
 Site Manager Email: jeremiah.marek@wsp.com

Contractor: TERRA-COM Environmental Consulting, Inc.

CID #:	00559	Retainage %:	5%	Purchase Order:	B92784
Contract #:	GC824	FDEP Cost Share %:	100.00%	Download Date:	5/12/21 14:08
SPI ID #:	21763	Total Extended Cost:	\$ 14,935.41	Assignment Type:	SCOPE
		Without Handling Fee:	\$ 14,935.41		

Transition Agreement: ☐ Yes ☒ No

			PO Rate Sheet			Previously Invoiced	This Invoice		Balance
PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
Task 1									
1-2.a.	Site Health & Safety Plan for Continued Work (no cost to FDEP)	Per Site	1	\$ -	\$ -	1	0	\$ -	0
		RETAINAGE			\$ -	\$ -		\$ -	\$ -
		SUBTOTAL			\$ -	\$ -		\$ -	\$ -
Task 2									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 549.45	\$ 549.45	1	0	\$ -	0
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	4	\$ 215.00	\$ 860.00	4	0	\$ -	0
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 157.50	\$ 157.50	1	0	\$ -	0
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	4	\$ 46.30	\$ 185.20	4	0	\$ -	0
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	4	\$ 99.22	\$ 396.88	4	0	\$ -	0
9-31.	Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	Per Sample	1	\$ 44.96	\$ 44.96	1	0	\$ -	0
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	4	\$ 72.76	\$ 291.04	4	0	\$ -	0
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.14	\$ 12.14	1	0	\$ -	0
9-79.	Water, EDC [1,2-dichloroethane] (EPA Method 8021 or 8260)	Per Sample	1	\$ 54.69	\$ 54.69	1	0	\$ -	0
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 675.94	\$ 675.94	1	0	\$ -	0
		RETAINAGE			\$ 161.39	\$ 161.39		\$ -	\$ -
		SUBTOTAL			\$ 3,227.80	\$ 3,227.80		\$ -	\$ -
Task 3									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 549.45	\$ 549.45	1	0	\$ -	0
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	4	\$ 215.00	\$ 860.00	4	0	\$ -	0
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 157.50	\$ 157.50	1	0	\$ -	0
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	4	\$ 46.30	\$ 185.20	4	0	\$ -	0
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	4	\$ 99.22	\$ 396.88	4	0	\$ -	0
9-31.	Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	Per Sample	1	\$ 44.96	\$ 44.96	1	0	\$ -	0
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	4	\$ 72.76	\$ 291.04	4	0	\$ -	0
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.14	\$ 12.14	1	0	\$ -	0
9-79.	Water, EDC [1,2-dichloroethane] (EPA Method 8021 or 8260)	Per Sample	1	\$ 54.69	\$ 54.69	1	0	\$ -	0
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 675.94	\$ 675.94	1	0	\$ -	0
		RETAINAGE			\$ 161.39	\$ 161.39		\$ -	\$ -
		SUBTOTAL			\$ 3,227.80	\$ 3,227.80		\$ -	\$ -
Task 4									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 549.45	\$ 549.45	0	1	\$ 549.45	0
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	4	\$ 215.00	\$ 860.00	0	4	\$ 860.00	0
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 157.50	\$ 157.50	0	1	\$ 157.50	0

**Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET**

DETAIL INVOICE, Page 3 of 3

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	4	\$ 46.30	\$ 185.20	0	4	\$ 185.20	0
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	4	\$ 99.22	\$ 396.88	0	4	\$ 396.88	0
9-31.	Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	Per Sample	1	\$ 44.96	\$ 44.96	0	1	\$ 44.96	0
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	4	\$ 72.76	\$ 291.04	0	4	\$ 291.04	0
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.14	\$ 12.14	0	1	\$ 12.14	0
9-79.	Water, EDC [1,2-dichloroethane] (EPA Method 8021 or 8260)	Per Sample	1	\$ 54.69	\$ 54.69	0	1	\$ 54.69	0
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 675.94	\$ 675.94	0	1	\$ 675.94	0
		RETAINAGE			\$ 161.39	\$ -		\$ 161.39	\$ -
		SUBTOTAL			\$ 3,227.80	\$ -		\$ 3,227.80	\$ -
Task 5									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 549.45	\$ 549.45	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	4	\$ 215.00	\$ 860.00	0	0	\$ -	4
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 157.50	\$ 157.50	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	4	\$ 46.30	\$ 185.20	0	0	\$ -	4
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	4	\$ 99.22	\$ 396.88	0	0	\$ -	4
9-31.	Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	Per Sample	1	\$ 44.96	\$ 44.96	0	0	\$ -	1
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	4	\$ 72.76	\$ 291.04	0	0	\$ -	4
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.14	\$ 12.14	0	0	\$ -	1
9-79.	Water, EDC [1,2-dichloroethane] (EPA Method 8021 or 8260)	Per Sample	1	\$ 54.69	\$ 54.69	0	0	\$ -	1
19-8.	Natural Attenuation or Post RA Monitoring Report, Annual	Per Report	1	\$ 1,530.00	\$ 1,530.00	0	0	\$ -	1
21-20.	P.G or P.E. Review, Evaluation and Certification of an Annual Natural Attenuation Monitoring Report	Per Report	1	\$ 170.15	\$ 170.15	0	0	\$ -	1
23-1.	Contingent Funding - Allowance only to be used as offset for field change orders	NOT BILLABLE	1000	\$ 1.00	\$ 1,000.00	n/a	n/a	n/a	1000
		RETAINAGE			\$ 262.60	\$ -		\$ -	\$ 262.60
		SUBTOTAL			\$ 5,252.01	\$ -		\$ -	\$ 5,252.01
		TOTAL COST			\$ 14,935.41	\$ 6,455.60		\$ 3,227.80	\$ 5,252.01
Version: 11.0						Owner Cost Share:	\$ -	\$ -	\$ -
						FDEP Cost Share:	\$ 14,935.41	\$ 6,455.60	\$ 3,227.80
						Retainage:	\$ 746.77	\$ 322.78	\$ 161.39
						FDEP Less Retainage:	\$ 14,188.64	\$ 6,132.82	\$ 4,989.41

Site Manager Approval: Jeremiah Marek

Print Name


Signature

3/11/2022

Date of Review Letter

February 28, 2022

Suwanee River Water Management District
9225 CR 49
Live Oak, FL 32060

RE: Alachua Tire
Permit Determination

Dear Staff,

Please accept this submittal for permit determination for the above-mentioned project.

The Alachua Tire project proposes the construction of a $\pm 7,000$ sf tire store along with $\pm 20,895$ sf of parking lot improvements and sidewalk plus associated landscaping for a total site area of $\pm 38,630$ sf. The project site is currently vacant but is part of the Highpoint Crossing master stormwater area (permitted under 230196-1).

The master stormwater plan was originally permitted in 2017 under permit no. 230196-1 with a total basin area of ± 24.79 acres with the capacity for $\pm 603,337$ sf (± 13.85 acres) of total impervious. The roadway infrastructure and Hampton Inn were permitted as part of the original permit, utilizing ± 1.87 acres and ± 1.59 acres of impervious area respectively. The total proposed impervious for this project is ± 0.64 acres, which will leave ± 9.75 acres of reserved impervious for future expansions. The total basin area of ± 24.79 acres will remain unchanged.

Exhibits showing the proposed impervious areas and the watershed map for the Highpoint Crossing master stormwater management system are included with this submittal.

We trust that you find the above information and enclosed package complete and sufficient enough to receive approval and issuance of the requested permit modification. Should you have any questions or require any additional information to complete your review, please feel free to contact me a (352) 331-1976 or via email at nicolac@chw-inc.com

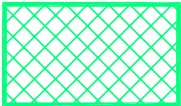
Sincerely,
CHW



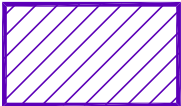
Nicola Cowap, P.E.
Project Engineer

LEGEND

PROPOSED VEHICULAR
USE AREA:

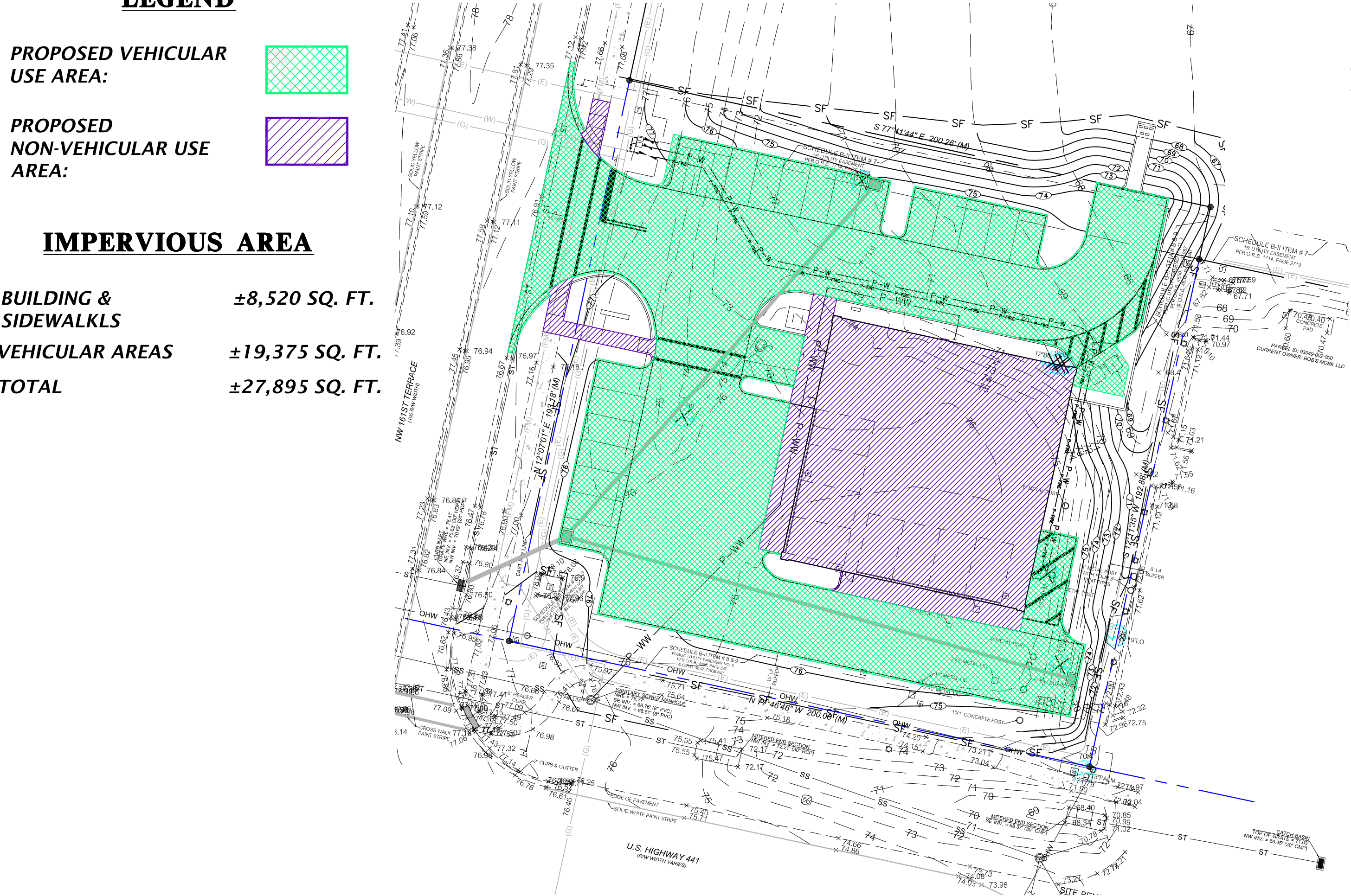



PROPOSED
NON-VEHICULAR USE
AREA:



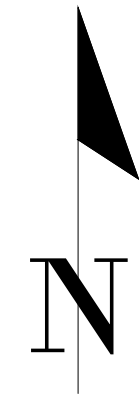
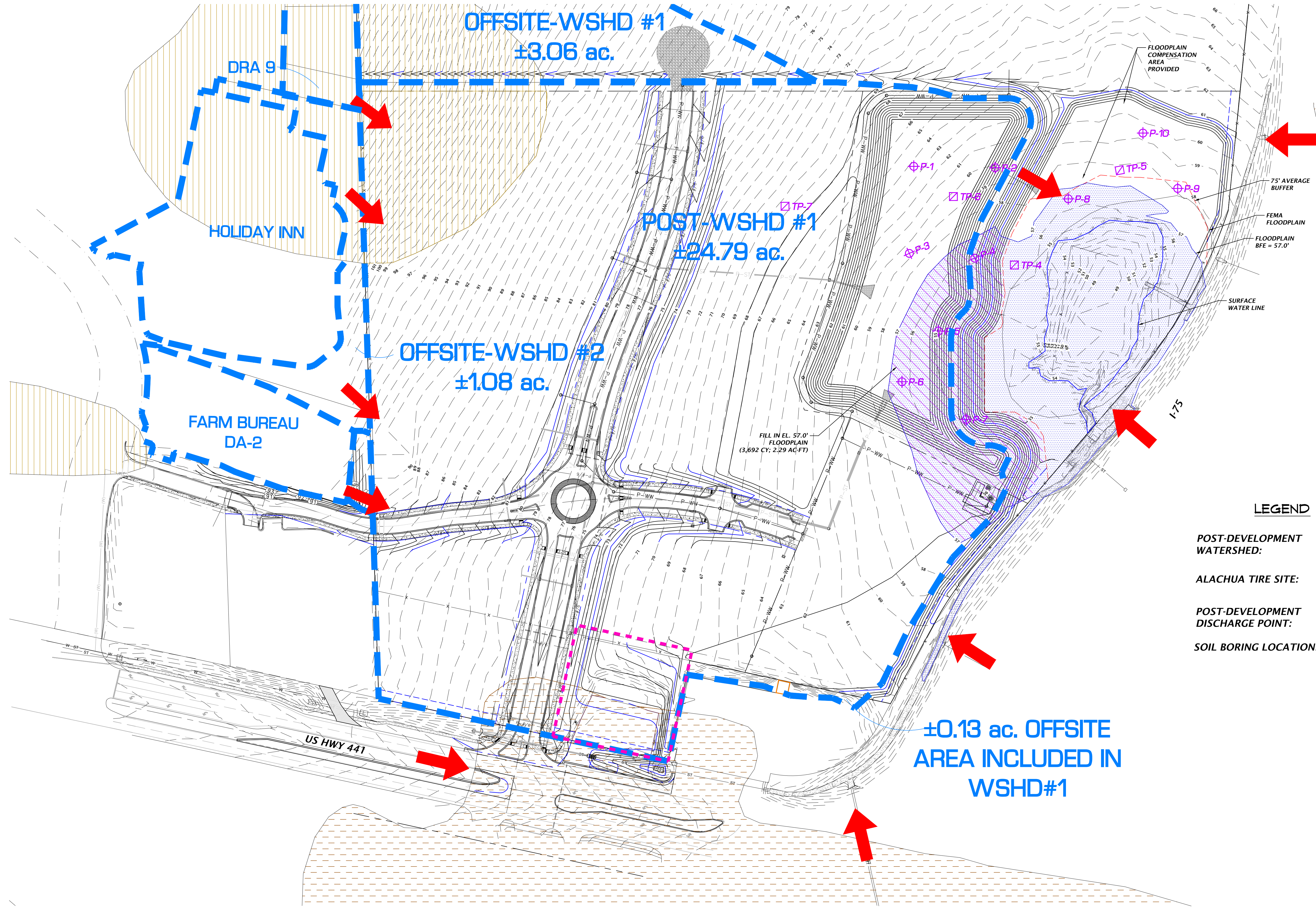
IMPERVIOUS AREA

BUILDING &
SIDEWALKS ±8,520 SQ. FT.
VEHICULAR AREAS ±19,375 SQ. FT.
TOTAL ±27,895 SQ. FT.



 Professional Consultants		11801 Research Drive Alachua, Florida 32615 (352) 331-1976 www.chn-inc.com est. 1988 FLORIDA CA-5075	
1"=40'	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH OR THIS SHEET, ADJUST SCALES ACCORDINGLY.		
CONSTRUCTION/REVISIONS	SUBMITTALS	CLIENT: CAUSSEUX, HEWETT, & WALPOLE, INC. ENGINEERING - SURVEYING - PLANNING PROJECT: PROJECT NAME SHEET TITLE: 1	TECHNICAL: 00-0000
SHEET NO. 1			

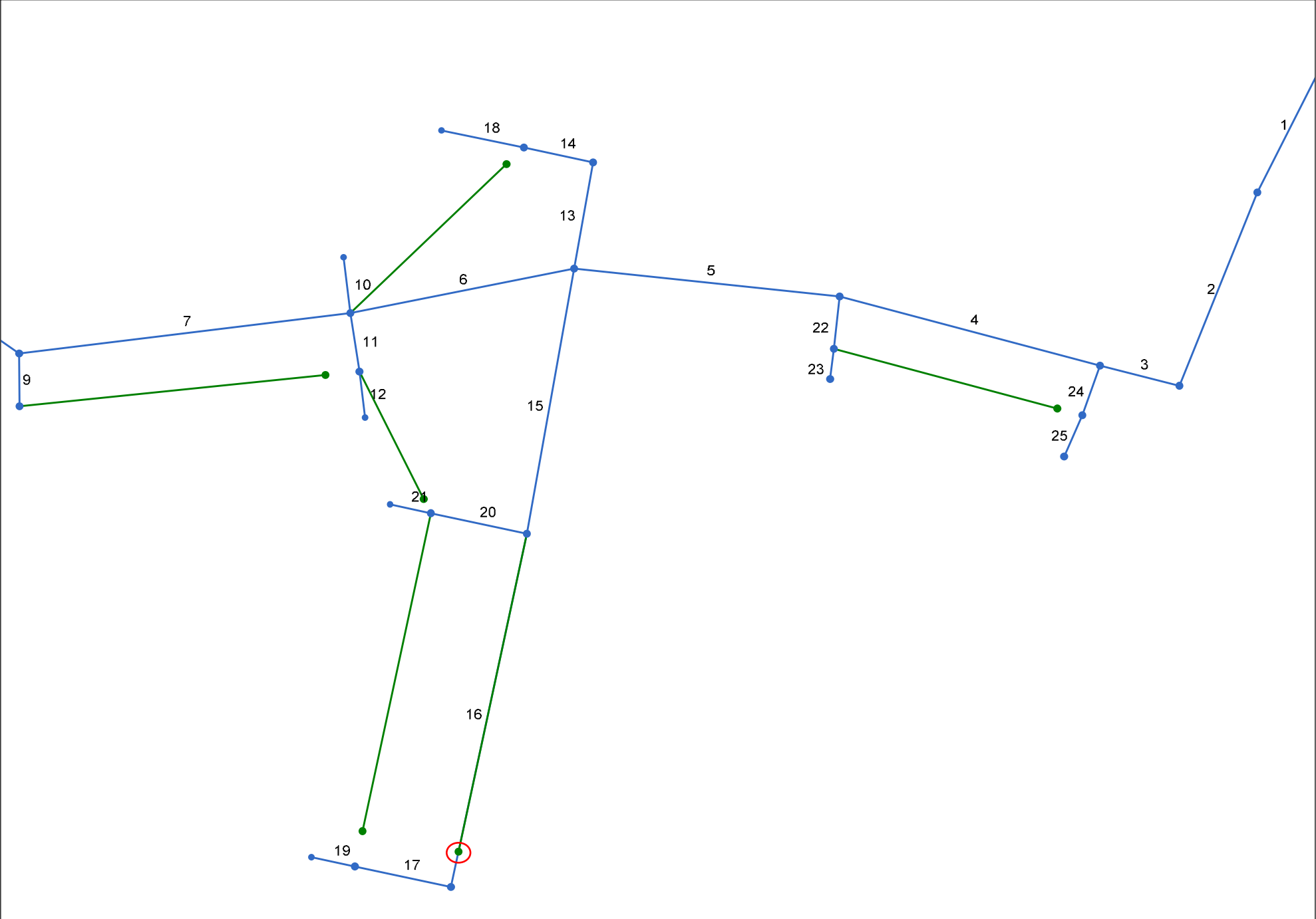
\\chm\projects\16-0638\Drawings\16-0638-01\16-0638-01.dwg - High Point Crossing DRAINAGE.dwg
Date: 12/22/2023 10:21:00 AM
User: RICHARD NICHOLS
Plot Date: 12/22/2023 10:21:00 AM
Plot Name: 16-0638-01.dwg
Plot Size: 11.00 x 17.00
Plot Scale: 1"=80'



- LEGEND**
- POST-DEVELOPMENT WATERSHED: [Blue dashed line]
 - ALACHUA TIRE SITE: [Pink dashed line]
 - POST-DEVELOPMENT DISCHARGE POINT: [Red arrow]
 - SOIL BORING LOCATION: [Purple circle with 'P']

CHM Professional Consultants		132 NW 78th Drive Gainesville, Florida 32607 (850) 331-1876 / (850) 331-2476 www.chm-fl.com est. 1988 FLORIDA CA-5076	
SCALE: 1"=80'		VERY SCALE BASED ON ORIGINAL DRAWING 0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 71" 72" 73" 74" 75" 76" 77" 78" 79" 80" 81" 82" 83" 84" 85" 86" 87" 88" 89" 90" 91" 92" 93" 94" 95" 96" 97" 98" 99" 100" 101" 102" 103" 104" 105" 106" 107" 108" 109" 110" 111" 112" 113" 114" 115" 116" 117" 118" 119" 120" 121" 122" 123" 124" 125" 126" 127" 128" 129" 130" 131" 132" 133" 134" 135" 136" 137" 138" 139" 140" 141" 142" 143" 144" 145" 146" 147" 148" 149" 150" 151" 152" 153" 154" 155" 156" 157" 158" 159" 160" 161" 162" 163" 164" 165" 166" 167" 168" 169" 170" 171" 172" 173" 174" 175" 176" 177" 178" 179" 180" 181" 182" 183" 184" 185" 186" 187" 188" 189" 190" 191" 192" 193" 194" 195" 196" 197" 198" 199" 200" 201" 202" 203" 204" 205" 206" 207" 208" 209" 210" 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Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Project File: 100 Updated.stm	Number of lines: 25	Date: 2/26/2022
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Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	End	98.738	2.18	12.60	0.75	1.64	9.83	6.5	18.7	4.7	46.14	186.6	3.86	48	1.44	58.00	59.42	62.78	62.82	59.75	66.32	DP101-100
2	1	138.326	0.00	10.42	0.75	0.00	8.19	6.5	18.0	4.8	39.00	86.76	3.50	48	0.31	59.42	59.85	62.95	63.00	66.32	67.93	DP102-101
3	2	54.338	0.19	10.42	0.75	0.14	8.19	6.5	17.8	4.8	39.21	0.00	3.29	48	0.06	59.85	59.88	63.37	63.40	67.93	67.38	DP103-102
4	3	178.282	0.14	9.46	0.75	0.11	7.47	6.5	17.1	4.9	36.30	0.00	5.31	42	3.01	59.88	65.25	63.65	67.10	67.38	72.25	DP106-103
5	4	176.455	0.00	8.27	0.75	0.00	6.58	6.5	16.6	4.9	32.35	0.00	7.39	36	1.47	65.41	68.00	67.10	69.82	72.25	76.99	DP109-106
6	5	150.880	0.16	2.21	0.75	0.12	1.66	6.5	14.9	5.1	8.49	0.00	5.00	36	1.00	69.00	70.51	69.82	71.43	76.99	80.94	DP110-109
7	6	220.720	0.14	0.33	0.75	0.11	0.25	6.5	10.8	5.7	1.41	0.00	5.08	18	3.71	76.28	84.46	76.54	84.90	80.94	88.77	DP112-110
8	7	54.240	0.14	0.14	0.75	0.11	0.11	6.5	6.5	6.5	0.68	0.00	2.09	18	1.11	84.46	85.06	84.90	85.37	88.77	95.00	DP114-112
9	7	35.062	0.05	0.05	0.75	0.04	0.04	6.5	6.5	6.5	0.24	0.00	0.61	18	0.17	84.46	84.52	84.90	84.91	88.77	87.99	DP113-112
10	6	37.388	1.13	1.13	0.75	0.85	0.85	6.5	6.5	6.5	5.48	0.00	2.75	24	0.11	76.28	76.32	77.49	77.53	80.94	82.02	DP110
11	6	39.324	0.16	0.59	0.75	0.12	0.44	6.5	6.9	6.4	2.82	0.00	2.48	18	0.13	74.81	74.86	75.73	75.78	80.94	80.78	DP111-110
12	11	30.843	0.43	0.43	0.75	0.32	0.32	6.5	6.5	6.5	2.08	0.00	1.77	18	0.16	74.86	74.91	75.83	75.84	80.78	79.52	DP111
13	5	71.634	0.51	2.89	0.75	0.38	2.17	6.5	7.3	6.3	13.64	0.00	2.94	36	0.07	70.50	70.55	72.38	72.42	76.99	78.01	DP121-109
14	13	47.000	0.72	2.38	0.75	0.54	1.79	6.5	6.9	6.4	11.41	0.00	2.19	36	0.04	70.55	70.57	72.62	72.64	78.01	78.01	DP122-121
15	5	178.896	0.15	3.17	0.75	0.11	2.76	6.5	8.5	6.1	16.74	0.00	2.86	36	0.06	69.00	69.11	71.20	71.30	76.99	77.95	DP115-109
16	15	240.000	0.39	2.28	0.75	0.29	2.09	6.5	7.0	6.4	13.28	0.00	4.65	30	0.30	70.00	70.73	71.50	71.94	77.95	77.23	DP117-115
17	16	65.000	1.24	1.89	0.95	1.18	1.80	6.5	6.7	6.4	11.53	0.00	3.40	24	0.12	70.73	70.81	72.73	72.81	77.23	77.23	DP118-117
18	14	55.632	1.66	1.66	0.75	1.25	1.25	6.5	6.5	6.5	8.05	0.00	2.80	24	1.01	70.57	71.13	72.68	72.70	78.01	81.08	DP122
19	17	29.353	0.65	0.65	0.95	0.62	0.62	6.5	6.5	6.5	3.99	0.00	1.78	18	0.99	70.81	71.10	72.90	72.92	77.23	78.31	DP118
20	15	65.000	0.20	0.74	0.75	0.15	0.56	6.5	6.8	6.4	3.55	0.00	2.67	24	0.94	70.00	70.61	71.50	71.27	77.95	77.95	DP116-115
21	20	27.605	0.54	0.54	0.75	0.41	0.41	6.5	6.5	6.5	2.62	0.00	3.68	18	1.01	70.61	70.89	71.27	71.50	77.95	78.03	DP116
22	4	34.976	0.20	1.05	0.75	0.15	0.79	6.5	6.6	6.4	5.07	0.00	1.81	24	0.14	65.41	65.46	67.10	67.11	72.25	72.21	DP107-106

Project File: 100 Updated.stm

Number of lines: 25

Run Date: 2/26/2022

NOTES: Intensity = $74.29 / (\text{Inlet time} + 17.20)^{0.77}$; Return period = Yrs. 3 ; c = cir e = ellip b = box

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (l)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Dn	Up	Dn	Up	Dn	Up	
		(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
23	22	20.273	0.85	0.85	0.75	0.64	0.64	6.5	6.5	6.5	4.12	0.00	2.33	18	0.15	65.46	65.49	67.14	67.17	72.21	72.09	DP108-107
24	3	34.957	0.18	0.77	0.75	0.14	0.58	6.5	6.8	6.4	3.70	0.00	2.09	18	0.74	59.88	60.14	63.65	63.69	67.38	67.38	DP104-103
25	24	30.000	0.59	0.59	0.75	0.44	0.44	6.5	6.5	6.5	2.86	0.00	1.62	18	0.17	60.14	60.19	63.72	63.74	67.38	65.60	DP105-104
Project File: 100 Updated.stm																Number of lines: 25				Run Date: 2/26/2022		
NOTES:Intensity = 74.29 / (Inlet time + 17.20) ^ 0.77; Return period =Yrs. 3 ; c = cir e = ellip b = box																						

Tree House at the Plaza- North Pipe Calculations

Structure No. From To		Invert Elev. U.S. D.S.		Length (ft)	Slope (ft/foot)	Dia. (in)	C	Tc (min)	i (in/hr)	A (sf)	A (ac)	Q (cfs) Actual		Q Full (cfs)	Pipe A (sq-ft)	V - Full Flow (fps)	Pipe R (ft)	Minor Loss Coeff.	Minor Loss (ft)	Loss (ft)	HGL		ToG/ EoP	F.B. (in)
												Inc	Cumul								U.S.	D.S.		
S-3	S-1	71.00	70.69	157	0.0020	15	0.95	10	6.2	19250	0.44	2.6	2.6	3.11	1.2	2.5	0.31	0.8	0.06	0.22	72.32	72.05	74.50	26
S-2	S-1	71.44	71.19	177	0.0014	15	0.95	10	6.2	3000	0.07	0.4	0.4	2.63	1.2	2.1	0.31	0.5	0.00	0.01	72.05	72.05	74.10	25
S-1	S-117	70.69	70.62	37	0.0019	18	0.95	10	6.2	7000	0.16	0.9	4.0	4.95	1.8	2.8	0.38	0.8	0.06	0.04	72.05	71.94	74.90	34

Notes

1. ToG = Top of Grate/EoP = Edge of Pavement
2. FB = Free Board
3. Rainfall intensity is based on the FDOT Zone 5 Rainfall Intensity-Duration-Frequency curve for the 3 YR - 10 min storm event (6.2 inches/hr)
4. The tailwater condition in the pond was set at crown for the existing pipe

April 28, 2022

Adam Hall
City of Alachua
PO Box 9,
Alachua, Florida 32616

RE: Project Assistance Team (PAT) Comments for Alachua Tire Site Plan and Special Exception Permits

Dear Mr. Hall:

Please find attached the following items to address your comments from April 7, 2022:

- Site Development Application
- Wetland Self-Certification
- Authorized Agent Affidavit
- Stormwater Management Affidavit of Compliance
- Warranty Deed
- Property Appraiser's Information
- Legal Description
- Proof of 2021 Tax Payment
- Highpoint Crossing Declaration of Covenants, Conditions, and Restrictions
- Temporary Construction Easement
- Neighborhood Workshop Materials
- Email from Chip Ware confirming no Fire comments
- FDEP Review Letter of NAM
- Potable Water Meter Sizing
- Fire Flow Memo
- Stormwater Memo
- Revised Site Development Plans
- Revised City of Alachua Plan Consistency
- Revised Concurrency Impact Analysis
- Alternative Landscape Plan Memo
- FTP Link containing all PDFs (via email)

Site Plan:

- A. Land Rights
- a. Prior to scheduling public hearing for either application, evidence of easement for improvements on adjacent property will be required.
 - **A temporary construction easement for this work was emailed to Adam Hall on March 22, 2022 and a copy is included with this submittal. Please note that the improvements in question are expected to be removed when the adjacent property is developed.**
 - b. Coordinate with the City's Compliance and Risk Management Office for cross-access easements. As a condition of site plan approval, these easements will be required to be recorded prior to application for a building permit for the site.
 - **Acknowledged. Coordination will occur once site plans are approved.**
- B. Comprehensive Plan Consistency
- a. Provide analysis of consistency with Objective 1.8 of the Conservation and Open Space Element regarding Hazardous Materials.

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- **Comprehensive Plan Consistency memorandum was revised with an analysis of COSE Objective 1.8. See response to PAT Item G.a. for additional detail.**
- C. Section 3.7.2 (C)- Gateway Overlay Standards
- a. Section 3.7.2 (C)(5)(a)(ii) prohibits use of metal as a finish building material. Submitted architectural elevations show the use of metal cladding as a building material.
 - **The building is to utilize a James Hardie panel in lieu of the metal cladding. See enclosed revised A-200 sheet.**
- D. Section 6.2 – Tree protection and landscaping standards
- a. Section 6.2.2 (D)(2)(b)(iv) requires four canopy trees per 100 linear feet. West parking lot perimeter is 160' which would require 6 canopy trees, however, only 2 canopy trees identified in this area. Four additional canopy trees needed for west parking lot buffer.
 - **Due to existing utilities in this area we are requesting the approval of an alternate landscape plan to address the landscape requirements along the western side of the property.**
 - b. Section 6.2.2. (D)(3) requires a Type A buffer along the property's western perimeter. The Perimeter Buffer Landscape Requirements table provided in the submitted site plan indicates that Option 2 is selected, which would result in three canopy trees being required for this buffer. However, only 2 canopy trees are shown in this area to be planted.
 - **Due to existing utilities in this area we are requesting the approval of an alternate landscape plan to address the landscape requirements along the western side of the property.**
 - c. Section 6.2.3 (E) requires 4 canopy trees per 100' linear feet of frontage along an arterial road. This would result in 8 canopy trees being required, however, only 6 provided. 2 additional canopy trees needed along arterial frontage.
 - **An additional two canopy trees have been added along the southern portion of the site**
- E. Section 6.8- Design standards for business uses
- a. Provided architectural elevations do not provide clear glazing totals for each façade.
 - **Please the glazing totals for each elevation on the revised A-200 sheet. Each façade shows the % of glazing.**
 - b. Section 6.8.2(A)(2)(a) requires 20% glazing when a façade faces a street or publicly accessible parking area which is part of the development and consists of 15 percent or more of the development's minimum off-street parking requirement. This would apply to the north façade. No glazing calculation is provided with the architectural elevation but measurements indicate that only 19% of the façade has glazing.
 - **The north façade glazing calculation is 20.02% which meets the minimum 20% requirement.**
 - c. East façade does not appear to be meet Façade massing requirements of 6.8.2 (A)(2)(b).
 - **The east façade as been altered to include pilasters to break up the long length of a façade. The glazing has then also increased a little to maintain the previous requirement of 35%..**
- F. Outside Review
- a. Please address all comments issued by Claudia Vega, P.E, of eda consultants, inc. in a letter received April 4, 2022, and attached to this letter.
 - **Please see below comment responses to comments from Claudia Vega, P.E.**
-

-
- b. Please address all comments issued by Rodolfo Valladares, P.E., Public Services Director, and Tom Ridgik, P.E., Engineering Supervisor in a memo dated April 6, 2022 and attached to this letter.
 - **Pleased see below comment responses to Public Services' comments.**
 - c. Please coordinate with Alachua County Fire Rescue Plans Examiner for fire flow requirements per the Florida Fire Prevention Code. Please contact project planner for contact information if needed.
 - **CHW has coordinated with Mr. Chip Ware for this project. He has no comments at this time for the project.**

G. Miscellaneous/ General Comments

- a. Survey identifies closure of existing monitoring wells. However, the Natural Attenuation Monitoring Report for Year 1- Quarter 3 dated March 1, 2022 by Terra-Com Environmental Consulting and submitted to the Florida Department of Environmental Protection appears to suggest continued remediation is needed on the site. Please provide analysis of proposed development on site in relation to the required soil remediation.
 - **The site is a former fueling station. Underground storage tanks were removed in 1993 when "excessively contaminated" soils were discovered. Since then, TERRA-COM has been performing site assessments from soil borings and monitoring wells and reporting to the Florida Department of Environmental Protection (FDEP), which is detailed in the most recent Natural Attenuation Monitoring Report dated March 1, 2022. TERRA-COM recommends Natural Attenuation Monitoring be discontinued, and that a small-scale, episodic, chemical injection remediation strategy be pursued in the vicinity of MW-5R.**
FDEP Petroleum Restoration Program (PRP) agrees with TERRA-COM's recommendation and will have injection conducted at one monitoring well (MW-5R) following the 4th quarter sampling event, which is scheduled soon. Following the injection, FDEP will need to conduct at least two additional quarterly groundwater monitoring events. The intent is to close out the site at that time, assuming concentrations in groundwater are reduced. This will be maintained or replaced as needed as part of construction. Monitoring well MW-5R is in the site plan's pavement /landscape area.
- b. Floor area of proposed building varies. Please review and ensure consistency throughout application.
 - **The Concurrency Analysis memorandum and Special Exception Justification Report were revised with 6,952 square feet.**
- c. While not permitted at time of site plan approval, staff did note that on the proposed architectural elevations wall signage is shown on the north/left elevation, which would not be eligible for wall signage as it is not located on street facing façade.
 - **The signage on the north/left elevation has been removed. Please see the enclosed revised A-200 sheet.**

Special Exception:

- A. Compliance with LDRs
 - a. Page 11 of the Special Exception justification report states that no metal finishes are to be used, however, architectural elevations provided with site plan show metal fascia as a finish building material.
 - **The architectural elevations were revised. No metal siding is proposed.**
- B. Comprehensive Plan Consistency
 - a. Vehicles shall not be stored in any area between the proposed structure and US Highway 441.
 - **Acknowledged.**
 - b. Tires or other automotive parts or supplies shall not be displayed outside of the structure.
 - **Acknowledged.**

Public Services Comments:

1. Sheet C2.32
Please add Detail 306, which is a cross—reference. Please add Detail 139.
 - **Both details have been added to sheet C2.33.**
2. Sheet C3.10
Add abbreviations “FDC” & “DDC”, shown on Inset A-A, to Legend sheet C0.11.
 - **The abbreviations have been added to the legend on sheet C0.11 as requested.**
3. Sheet C3.10
P-WW: At the property line; Please add a cleanout with descriptor “END CITY OF ALACHUA MAINTENANCE”.
If there is a fence on the property line, locate the CO several feet within the property line and obtain a PUE so CoA can access the CO.
 - **A cleanout has been added as requested along with a PUE at the property line.**
4. Sheet C3.10
Note that sheet A-100 shows a gas meter, Item 17.
Is the design intent to show the gas line on sheet C3.10?
 - **A gas connection is not proposed at this time.**
5. Sheet C3.10
Inset A-A: The water service piping downstream the water meter is 2" PE (meaning polyethylene), which is acceptable as this is the property owner's maintenance responsibility.
However, please change the water source piping upstream of the meter to PVC. Detail 130 calls out PVC--in addition, please change the callout upstream the water meters from “2” PE” to “2” PVC WATER SERVICE”
 - **The callout has been revised as requested. Refer to C3.10 for details.**
6. Sheet C3.10
Please show and obtain a PUE for the P-E power circuit that supplies the transformer.
Also show a PUE around the transformer. Space permitting, CoA preference is for the PUE to extend 10 from the transformer in all directions.
Note: the power circuit and transformer may already be located within an easement. Please evaluate.
If a new easement is required, please re-submit this sheet and acknowledge that the PUE will be obtained.
If there is an existing easement for power circuit and transformer, please indicate such in the submitted response
 - **Please note that the proposed transformer is within an existing 15’ PUE. Additional PUE has been added to the northside of the transformer so that the PUE extends 5’ north from the proposed transformer.**
7. Sheet C3.10
This sheet refers to plumbing plans, for connection of water and wastewater service. Will plumbing plans be included with the site plans?
 - **Please note that the plumbing plans will be included with the building plans and therefore not be included in this submittal.**
8. Sheet C3.10
Please call out 3’0” minimum distances related to the transformer.
Between the transformer and the corner of the parking space.
Between the transformer and the north-south road
 - **The 3’ minimum clear distance has been added and labeled on sheet C3.10.**

-
9. Sheet IR-1
This sheet does not show any of the proposed P-IRR. Please clarify. Is the design intent to show such piping?
- **Proposed irrigation is being shown on sheet IR-1. We are showing a proposed point of connection, sleeving locations, and controller locations. An irrigation main-line will only be needed between the point of connection and the valves which will be located near the point of connection and will result in a main-line with an insignificant length.**
10. Sheet P3
- Suggest calling out the conductor size on the load side of the transformer.
 - Please confirm that all conduit sizes have been either called out or specified.
 - Minor consent: Replace ' (feet) with " (inches) so text now reads: "2-4" Conduits for Primary Electric".
 - For possible future looped connection, please add two 4-inch conduits on the north side of the transformer. Stub-out each conduit at the property line
 - **Conductor size has been called out on the load side of the transformer. Size is based on Architect's preliminary load information.**
 - **All conduits are called out. Refer to legend for conduit sizes not specifically called out in the plan view.**
 - **Replaced feet symbol with inch symbol for primary conduit size.**
 - **Added two 4" conduits from north side of transformer to property line.**
11. Sheet C0.10
TO W & WW General Notes, please add note #27, as follows:
"27. ALL POTABLE WATER SERVICE PIPE SHALL BE NSF-61 RATED"
- **The note has been added to sheet C0.10 as requested.**

EDA Comments:

1. Portion of the type F curb onsite should be labeled to be a spill-out
 - **The callout has been revised to show spill curb. Refer to C1.10 for details.**
2. Driveway to the north is draining to the neighboring parcel. It should be re-graded to drain on-site and collected internally
 - **The driveway has been designed to drain north to avoid encumbering the development of the northern property. Please note that both the subject and adjacent properties drain to the same master stormwater basin. Additionally, a temporary construction, permanent fill, and drainage easement has been executed between the two property owners.**
3. If the connection to the north is for future development, recommend being at higher elevation to prevent creating a low point between the two parcels
 - **Due to the existing grades, it is expected that the northern property's finished grade will be lower than that proposed for Alachua Tire. In addition the adjacent property has granted an easement and acknowledged this design.**
4. Consider re-routing the runoff from the northeast corner of the side so water will not be directed to the existing transformers/electrical pedestals
 - **The grading has been revised so that runoff will not be directed to the existing electrical equipment.**

We trust you will find this submittal to be complete for review and approval. If you have any questions, or need additional information, please contact me at (352) 331-1976 or via email at

Sincerely,
CHW



Daniel Young, P.E.
Vice President

MEMORANDUM

Tire Service Store – Alachua Tire

20-0113



To: Fire Review
From: Daniel Young, PE
Date: February 28, 2022
RE: Tire Service Store - Alachua Tire – Required Fire Flow

The following is a calculation for required fire flow for the proposed project based on the NFPA 1: Fire Code.

Building data is based on the information available from the architect at the time of this memo. Any changes to the building data will void the provided fire flow calculation and require a revised analysis to verify the building complies with the applicable fire protection criteria. The building will be not protected by an approved automatic fire sprinkler system.

Required Flow Calculations:

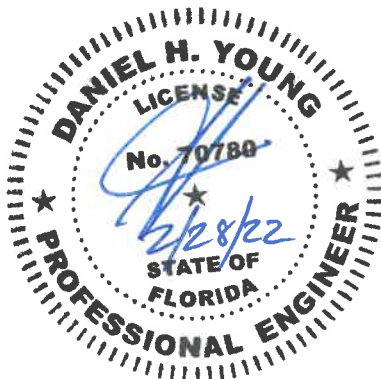
Building: **Tire Service Store - Alachua Tire**
Construction Type: V (000)
Fire Flow Area: $\pm 7,000$ SF

Required Fire Flow per NFPA Table 18.4.5.1.2: 2,250 gpm
Sprinkler Credit: 1,687.50 gpm
Required Fire Flow with Sprinklers: 1,000 gpm

Conclusions

Minimum Required Fire Flow to be provided: 1,000 gpm

Available Fire Flow per Fire Hydrant Flow Test: 2,369.6 gpm



Hydrant Flow Test Report

Test Date 2/23/2022

Test Time 9:00 AM

Location

16113 US HWY 441
Alachua, FL. 32615

Tested by

Gator Fire Equipment Co., Inc.
Conducted by: Tom Whisenant
Witnessed by: Billy Jack Gourley

Notes

Flow Hydrant at Roundabout on NW163rd Lane
Read Hydrant along 441 at 16135

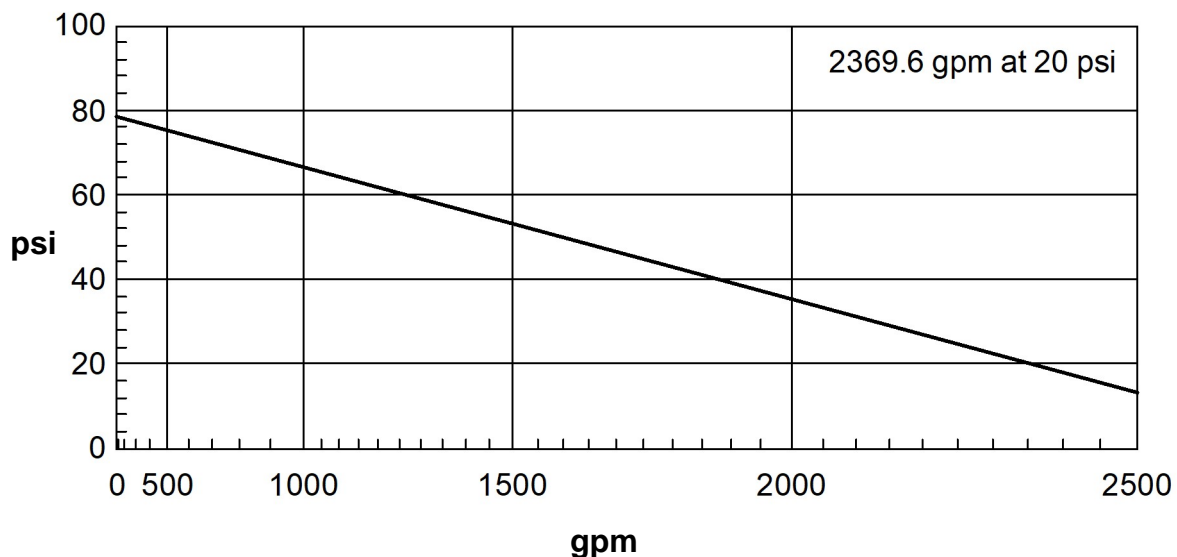
Read Hydrant

79 psi **static pressure**
49 psi **residual pressure**
0 ft **hydrant elevation**

Flow Hydrant(s)

Outlet	Elev	Size	C	Pitot Pressure	Flow
#1	0	2.5	.9	24	822 gpm
#2	0	2.5	.9	24	822 gpm
				Total	1644 gpm

Flow Graph



Mailed Memorandum

MEMORANDUM

Automobile Repair and Service – Special Exception

21-0395



To: The Neighbors of HighPoint Crossing
From: Ryan Thompson, AICP, Sr. Project Manager
Date: January 10, 2022
RE: Neighborhood Meeting Public Notice

A Neighborhood Meeting will be held to discuss a Special Exception application to allow Automobile Repair and Servicing on ±0.7-acres in the City of Alachua. The site is located at 16113 NW US HWY 441 (Alachua County Tax Parcel 03049-003-000.) Existing Future Land Use is Commercial. Existing Zoning is Commercial, Intensive (CI).

Date: January 25, 2022
Time: 6:00 PM
Place: CHW, 11801 Research Drive, Alachua, FL 32615
Contact: Ryan Thompson, AICP, Sr. Project Manager
(352) 331-1976

This is not a public hearing. The purpose of the meeting is to inform the public about the nature of the proposal and seek their comments.

Mailing Labels

03049-000-000
ALACHUA A ONE LLC
15260 NW 147TH DR STE 100
ALACHUA, FL 32615

03049-002-000
BOB'S MOBIL LLC
22211 W NEWBERRY RD
NEWBERRY, FL 32669

03049-003-000
ALACHUA A ONE LLC
15260 NW 147TH DR STE 100
ALACHUA, FL 32615

03049-004-001
ALACHUA HIGHPOINT LLC
15260 NW 147TH DR STE 100
ALACHUA, FL 32615

03053-001-002
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1326 E LUMSDEN RD
BRANDON, FL 33511

03053-002-001
T & H PROPERTY GROUP LLC
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03061-000-000
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1800 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

03061-004-001
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C/O BRAVO FLORIDA LLC
4220 EDISON LAKE PKWY
MISHAWAKA, IN 46545

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

President
TCMOA
1000 Turkey Creek
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
PO Box 115050
Gainesville, FL 32611

Michele L. Lieberman
County Manager
12 SE 1st Street
Gainesville, FL 32601

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Craig Parenteau
FDEP
4801 Camp Ranch Road
Gainesville, FL 32641

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Jeannette Hinsdale
P.O. Box 1156
Alachua, FL 32616

Hugh & Jean Calderwood
P.O. Box 2307
Alachua, FL. 32616

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lisia Jenkins
P.O. Box 1071
Alachua, FL. 32616

David Forest
23 Turkey Creek
Alachua, FL 32615

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Carrie Luke
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Alachua, FL. 32615

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Newspaper Advertisement

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a Special Exception application to allow Automobile Repair and Servicing on ±0.7-acres in the City of Alachua. The site is located at 16113 NW US HWY 441 (Alachua County Tax Parcel 03049-003-000.) Existing Future Land Use is Commercial. Existing Zoning is Commercial, Intensive (CI).

This is not a public hearing. The purpose of this meeting is to inform the public about the nature of the proposal and seek their comments.

Time/Date/Location: 6:00 PM on January 25th at CHW, 11801 Research Drive, Alachua, FL 32615

Contact: Ryan Thompson, AICP

Phone Number: (352) 331-1976



2A | MONDAY, JANUARY 10, 2022 | THE GAINESVILLE SUN

ACHIEVERS

5 to be inducted into the 43rd Florida Agriculture Hall of Fame

Aida Mallard Gainesville Sun
USA TODAY NETWORK

The 43rd annual Florida Agricultural Hall of Fame banquet will honor five inductees who have made invaluable contributions to Florida agriculture. The Hall of Fame induction ceremony will be held Feb. 15 in the Entertainment Hall at the Florida State Fairgrounds in Tampa.

"After two years, it is exciting to come together once again to recognize the achievements of five outstanding honorees who have made significant and lasting contributions to Florida agriculture," said Ray Hodge, president of the Florida Agricultural Hall of Fame Foundation. "We look forward to welcoming the industry back to celebrate our 2021-2022 honorees."

The 2021-2022 inductees are:

● **John L. Hundley** (2022) has been an active part of Florida's agricultural community for more than five decades. He founded Hundley Farms Inc., with his wife, Patsy. The enterprise began on 400 acres of leased land, growing sweet corn and radishes. Today the operation consists of about 16,000 acres in the Everglades Agricultural Area (EAA), Central Florida, and Bainbridge, Georgia.

● **Reggie Brown** (2021) served for 12 years as a UF/IFAS Extension Service agent in various capacities and a 10-year stint at the Florida Fruit & Vegetable Association as marketing and membership director. Brown was named executive vice president of the Florida Tomato Exchange while also leading the Flori-

da Tomato Committee and the Florida Tomato Growers Exchange. As chairman of the Crop Protection Coalition, Brown was the voice of the industry nationally and internationally.

● **Bobby McKown** (2021) took the helm of the state's largest citrus growers association as executive vice president/CEO of the Florida Citrus Mutual. He was appointed by five presidential administrations to every trade committee, task force, and advisory position of any influence including the North American Free Trade Agreement (NAFTA) and the General Agreement for Tariff and Trade (GATT).

● **John Stitt** (2021) saw a great need for research in beef cattle pastures, citrus, and sandland sugarcane production and, through his vision, led to the development of the UF/IFAS Southwest Florida Research and Education Center in Immokalee. Stitt has been extensively involved in industry organizations, including the Florida Cattlemen's Association and Florida Farm Bureau.

● **Dr. Wayne Smith** (2021) contributions to Florida agriculture encompass his lifelong devotion to education and research and forestry passion. Smith graduated from the University of Florida, returned to his alma mater in 1964, advancing through the academic ranks as a professor, director, and finally, professor emeritus. In retirement, he served as interim dean for UF/IFAS Research and the College of Agricultural and Life Sciences.

NYC mayor OKs new law for non-US citizens to vote

Measure only for municipal elections

Bobby Calina Calvan
ASSOCIATED PRESS

NEW YORK — More than 800,000 noncitizens and "Dreamers" in New York City will have access to the ballot box — and could vote in municipal elections as early as next year — after Mayor Eric Adams allowed legislation to automatically become law Sunday.

Opponents have vowed to challenge the new law, which the City Council approved a month ago. Unless a judge halts its implementation, New York City will be the first major U.S. city to grant widespread municipal voting rights to noncitizens.

More than a dozen communities across the U.S. already allow noncitizens to cast ballots in local elections, including 11 towns in Maryland and two in Vermont.

Noncitizens still wouldn't be able to vote for president or members of Congress in federal races, or in the state elections that pick the governor, judges and legislators.

The Board of Elections must now begin drawing an implementation plan by July, including voter registration rules and provisions that would create separate ballots for municipal races to prevent noncitizens from casting ballots in federal and state contests.

It's a watershed moment for the nation's most populous city, where legally

documented, voting-age noncitizens comprise nearly 1 in 9 of the city's 7 million voting-age inhabitants. The movement to win voting rights for noncitizens prevailed after numerous setbacks.

The measure would allow noncitizens who have been lawful permanent residents of the city for at least 30 days, as well as those authorized to work in the U.S., including "Dreamers," to help select the city's mayor, city council members, borough presidents, comptroller and public advocate.

"Dreamers" are young immigrants brought to the U.S. illegally as children who would benefit from the never-passed DREAM Act or the Deferred Action for Childhood Arrivals program, which allows them to remain in the country if they meet certain criteria.

The first elections in which noncitizens would be allowed to vote are in 2023.

"We build a stronger democracy when we include the voices of immigrants," said former City Councilmember Ydanis Rodriguez, who led the charge to win approval for the legislation.

Adams recently cast uncertainty over the legislation when he raised concern about the monthlong residency standard, but later said those concerns did not mean he would veto the bill.

FLORIDA LOTTERY RESULTS: VISIT FLALOTTERY.COM OR CALL 850-921-7529.

Florida Lottery

Results are for tickets sold only in Florida

FLORIDA LOTTO

SATURDAY, JAN. 8 9-13-28-38-48-49

DOUBLE PLAY

SATURDAY, JAN. 8 5-9-11-20-22-43

To see payouts on games above, visit FLALottery.com.

POWERBALL

SATURDAY, JAN. 8 20-21-36-60-65 PB: 13 (x10)

5+PB: \$20 million (0). Next jackpot \$27M.
5 of 5: \$1 million (0). 4+PB: \$50,000 (1).
4 of 5: \$100 (33). 3+PB: \$100 (66).
3 of 5: \$10 (219). 2+PB: \$17 (396).
1+PB: \$4 (11,502). PB: \$4 (25,992).

MEGA MILLIONS

FRIDAY, JAN. 7 7-29-49-56-57 MB: 6 (x3)

5+MB: \$278 million (0). Next jackpot \$300 million.
5 of 5: \$1 million (0). 4+MB: \$10,000 (3).
5 of 5: \$1 million (2). 3+MB: \$200 (80).
3 of 5: \$10 (2,171). 2+MB: \$10 (1,808).

JACKPOT TRIPLE PLAY

FRIDAY, JAN. 7 1-8-32-33-38-42

6 of 6: \$150,000 (0). 5 of 6: \$745.50 (13).
4 of 6: \$25.50 (920). 3 of 6: \$116 (724).
Combo10+: \$10,000 (0). Combo9: \$500 (7).
Combo8: \$60 (62). Combo7: \$8 (47).
Combo6: \$10 (2,197). Combo5: \$5 (8,472).
Combo4: Free ticket (23,495).

FANTASY 5

SATURDAY, JAN. 8 1-8-14-15-35

5 of 5: \$0 (0). 4 of 5: \$555 (250).
3 of 5: \$22 (7,950). 2 of 5: Free ticket (83,173).

PICK 2, 3, 4, 5

SATURDAY, JAN. 8, MIDWAY

3-7 1-6-3 2-9-9 5-8-3-3-6 Fireball: 0

SATURDAY, JAN. 8, EVENING

3-1 4-5 6-2-9-4-0 6-2-6-0-1 Fireball: 7

CASH4LIFE

FRIDAY, JAN. 7 22-23-46-54-55 CB: 3

No winners of \$1,000 a day or week for life.
4 of 5+CB: \$2,500 (0). 4 of 5: \$500 (3).
3 of 5+CB: \$100 (64). 3 of 5: \$25 (199).
2 of 5+CB: \$10 (1,272). 2 of 5: \$4 (3,476).
1 of 5+CB: Free ticket (8,428).

PUBLIC NOTICE

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This is not a public hearing. The purpose of this meeting is to inform the public about the nature of the proposal and seek their comments.

Time/Date/Location: 6:00 PM on January 25th at CHW, 11801 Research Drive, Alachua, FL 32615
Contact: Ryan Thompson, AICP
Phone Number: (352) 331-1976



02/20/2019

TODAY IN HISTORY

Today is Monday, Jan. 10, the 10th day of 2022. There are 355 days left in the year.

On this date in:

1776: Thomas Paine anonymously published his influential pamphlet, "Common Sense," which argued for American independence from British rule.
1860: The Pemberton Mill in Lawrence, Massachusetts, collapsed and caught fire, killing up to 145 people, mostly female workers from Scotland and Ireland.
1861: Florida became the third state to secede from the Union.
1863: The London Underground had its beginnings as the Metropolitan, the world's first underground passenger railway, opened to the public with service between Paddington and Farringdon Street.

CELEBRITY BIRTHDAYS

Singer **Ronnie Hawkins** of Ronnie Hawkins and the Hawks is 87. Actor **William Sanderson** ("Deadwood," "Newhart") is 78. Singer **Rod Stewart** is 77. Singer-keyboardist **Donald Fagen** of Steely Dan is 74. Singer **Pat Benatar** is 69. Guitarist **Michael Schenker** (Scorpions) is 67. Singer **Shawn Colvin** is 66. Singer-guitar-

ist **Curt Kirkwood** of Meat Puppets is 63. Actor **Evan Handler** ("Sex and the City") is 61. Singer **Brad Roberts** of Crash Test Dummies is 58. Actor **Trini Alvarado** is 55. Singer **Brent Smith** of Shinedown is 44. Rapper **Chris Smith** of Kris Kross is 43.

The Gainesville Sun

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We promptly correct errors of fact. If you believe we have made an error, call at 352-374-5035. If you have a question or comment about coverage, write Douglas Ray, Executive editor, 2700 SW 13th St., Gainesville, FL 32608. Email: doug.ray@gainesville.com or call 352-374-5035.

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The Gainesville Sun



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PER SECTION 50.011(1)(e), F.S.



ALLIANCE FOR AUDITED MEDIA
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WEBSITE: WWW.AUDITEDMEDIA.COM

Workshop Presentation

Alachua Tire Store

Special Exception and Site Plan applications



City of Alachua
Neighborhood Meeting
January 25, 2022

21-0395: Alachua Tire Store

1

The **purpose** of the neighborhood meeting:

The City of Alachua requires Special Exception and Site Plan applicants to host a neighborhood meeting *prior* to application submittal.

The purpose is **to inform neighbors** of the proposed action's nature and to get feedback early in the process.

This meeting provides the applicant with an opportunity to **identify concerns** prior to the application's submission.



2

PUBLIC NOTIFICATION

MEMORANDUM
Automobile Repair and Service - Special Exception
#1-1886

CHI-W
COMMERCIAL INTERMEDIATE WORK

To: The Neighbors of HighPoint Crossing
From: Ryan Thompson, AICP, Sr. Project Manager
Date: January 10, 2022
RE: Neighborhood Meeting Public Notice

A Neighborhood Meeting will be held to discuss a Special Exception application to allow Automobile Repair and Servicing on ±0.7 acres in the City of Alachua. The site is located at 16113 NW US HWY 441 (Alachua County Tax Parcel 03049-003-000.) Existing Future Land Use is Commercial. Existing Zoning is Commercial, Intensive (CI).

Date: January 25, 2022
Time: 6:00 PM
Place: CHW, 11801 Research Drive, Alachua, FL 32615
Contact: Ryan Thompson, AICP, Sr. Project Manager
(352) 331-1976

This is not a public hearing. The purpose of the meeting is to inform the public about the nature of the proposal and seek their comments.

Alachua County Commission & City Council, 3000 US Highway 1, Alachua, FL 32615
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NYC mayor OKs new law for non-US citizens to vote
Mayor Bill de Blasio on Tuesday signed a law that will allow non-US citizens to vote in New York City elections, a move that has been a long time coming.

5 to be inducted into the 3rd Florida Agriculture Hall of Fame
The Florida Department of Agriculture and Consumer Services announced today that five individuals have been selected for induction into the 3rd Florida Agriculture Hall of Fame.

Public Notice
CHI-W

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a Special Exception application to allow Automobile Repair and Servicing on ±0.7 acres in the City of Alachua. The site is located at 16113 NW US HWY 441 (Alachua County Tax Parcel 03049-003-000.) Existing Future Land Use is Commercial. Existing Zoning is Commercial, Intensive (CI).

This is not a public hearing. The purpose of this meeting is to inform the public about the nature of the proposal and seek their comments.

Time/Date/Location: 6:00 PM on January 25th at CHW, 11801 Research Drive, Alachua, FL 32615
Contact: Ryan Thompson, AICP
Phone Number: (352) 331-1976



3

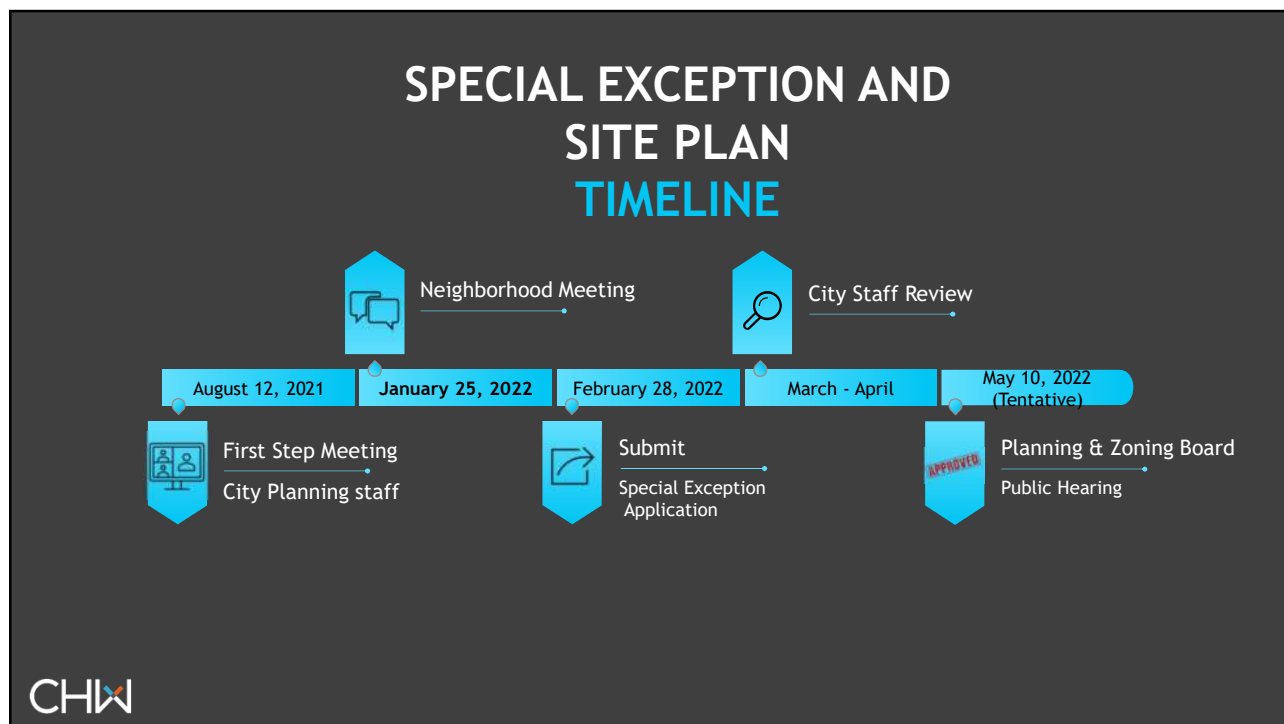
REQUEST:

1. Special Exception application to allow an Automobile Repair and Servicing use on the site.
2. Site Plan application for the Automobile Repair and Servicing use on the site.

Both applications will be submitted, reviewed by City staff, and approved concurrently.



4



5



6

Context Map

CHW



7

Aerial Map

CHW



8

Aerial Map

CHW



9

Existing
Future Land
Use MapFLU:
Commercial

CHW



10

Existing Zoning Map

Zoning: Commercial, Intensive (CI)

Automobile Retail and Servicing is permitted in the CI Zoning District by Special Exception

CHW



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Site Plan

SITE DEVELOPMENT DATA

SITE AREA: ± 0.89 ACRES

IMPERVIOUS SPACE: $\pm 65\%$
OPEN SPACE

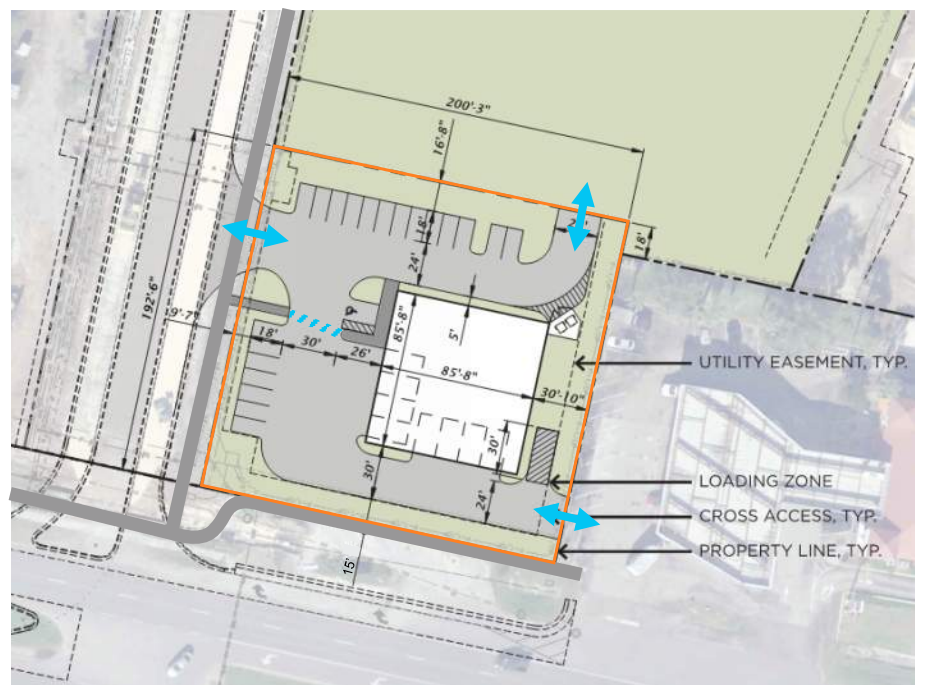
- MIN. REQUIRED: 10%
- PROVIDED: $\pm 35\%$

BUILDING AREA: $\pm 7,300$ SF

PARKING (1 SPACE PER 400 SF)

- REQUIRED: 18 SPACES
- MAX PERMITTED: 22 SPACES
- PROVIDED: 21 SPACES

CHW

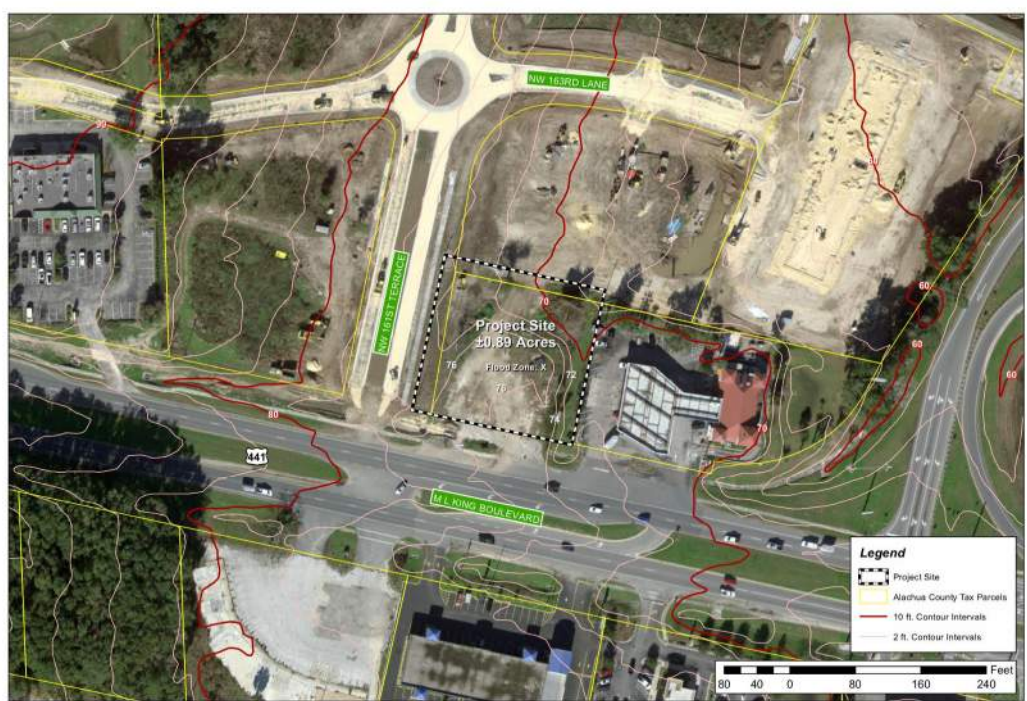


12

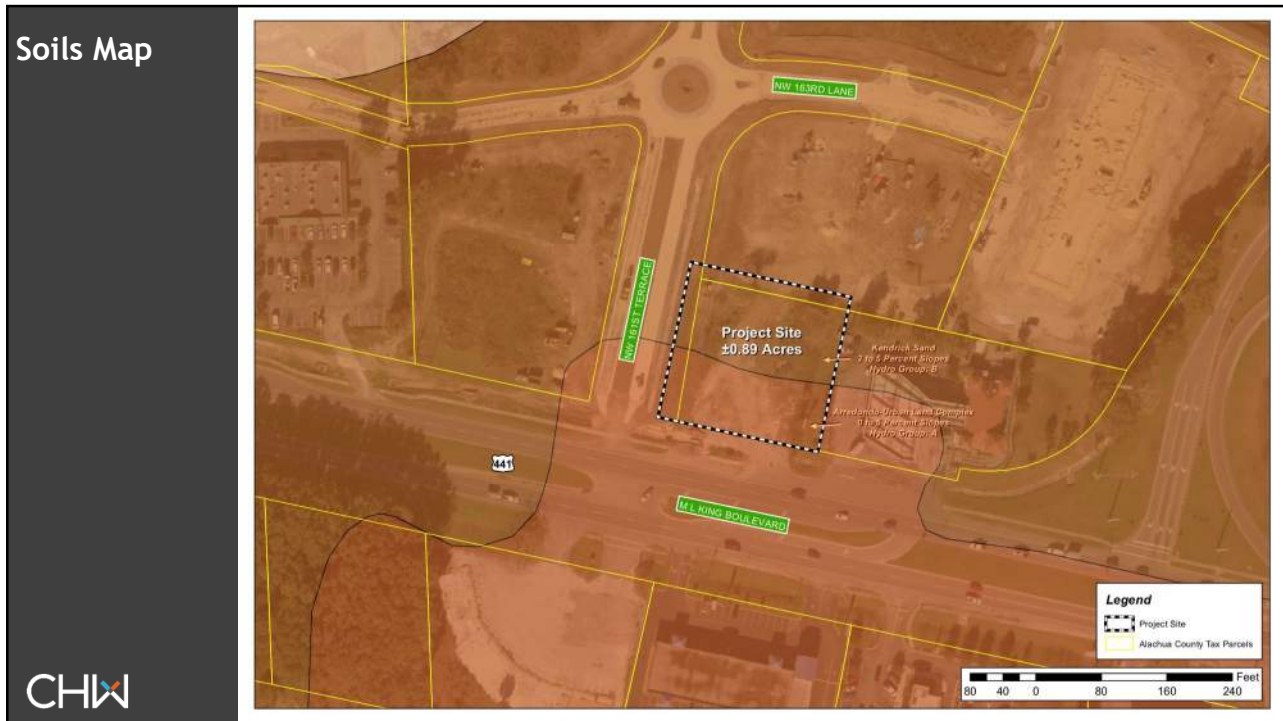


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Environmental Map



14



Sign-in Sheet

SIGN-IN SHEET

Alachua Tire

21-0395



Event: Neighborhood Meeting
Date/Time: January 25, 2022 @ 6:00 PM
Place: CHW Office – 11801 Research Drive, Alachua, FL, 32615
Re: Special Exception and Site Plan applications

	<u>Print Name</u>	<u>Street Address</u>	<u>Signature</u>
1	NO ATTENDEES		
2			
3		7 PM	
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Workshop Minutes

NEIGHBORHOOD MEETING MINUTES

Alachua Tire – Special Exception and Site Plan

21-0395



Date: January 25, 2022
Location: CHW
Notes by: Ryan Thompson, AICP, Sr. Project Manager

Recorded and transcribed by CHW staff.

CHW Attendees – Ryan Thompson, AICP, Sr. Project Manager

Public Attendees – None

CHW Planning Staff hosted the required Neighborhood Meeting at our office (11801 Research Drive, Alachua, FL 32615). The prepared workshop presentation contained information pertaining to the purpose of the workshop, the applications' request and intent (both the Special Exception and Site Plan), public notification information, the application review processes, various maps illustrating the project site's location and characteristics, and the proposed Site Plan.

No notified residents, either by mail or public notice, attended the meeting. As a result, the meeting was adjourned at 7:00 PM.