

## **SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3**

This SUBDIVIDERS AGREEMENT for Briarwood Phase 2 and Phase 3  
(the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN

DEVELOPER:       Troon Creek, LLC,  
                      a Florida Limited Liability Company (“Developer”)  
                      Whose address is:  
                      643 Egret Place Drive  
                      Winter Garden, FL 34787

AND

CITY:               CITY OF ALACHUA, a municipality in Alachua County, FL (“City”)

### **RECITALS:**

WHEREAS, the DEVELOPER is developing a residential subdivision in the City known as Briarwood Phase 2 and Phase 3 (the “Project”), legally described in attached Exhibit “A” (the “Property” or “Land”) and further described in the Plat for Briarwood Phase 2 and Phase 3 as set forth in Plat Book \_\_\_\_\_ page \_\_\_\_\_ of the Public Records of Alachua County (the “Plat”), a copy of which is attached hereto as Exhibit “B”;

WHEREAS, the Property or Land which is described in the Plat for the Project is owned by Troon Creek, LLC, a Florida Limited Liability Company, whose mailing address is: 405 Cinnamon Oak Court, Lake Mary, FL 32746;

WHEREAS, the Developer wishes to enter into a Subdividers Agreement with City as part of the City’s site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City’s Land Development Regulations (the “LDRs”);

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

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

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

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

1. **Recitals**: The above information and recitals are true and correct and are incorporated as material terms of this Agreement by reference.
2. **Certificate of Concurrency Compliance**: The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
3. **Construction**: The Developer shall construct, at Developer's sole expense, the public and private improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, stormwater conveyance systems, and drainage facilities as reflected on the Plat which will be recorded for the Project (the "Improvements")], for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the Construction Plans prepared by the Developer's design engineer (the "Plans"), which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs. Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lots depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks" which are further addressed in paragraph 15 below), in a diligent manner, and Developer shall complete these Improvements on or before September 28, 2023. Developer will be accessing the Project through the Briarwood Phase 1 Subdivision. Developer shall be responsible for any damages caused in or to the Briarwood Phase 1 Subdivision by any of the construction vehicles or equipment utilized on or in conjunction with the construction in the Project. In the event the City's Public Services Director, in his sole discretion, determines such damages have been sustained, he shall provide the Developer written notice of the damages with a time frame in which the Developer shall cure the damages. The failure of the Developer to timely cure the damages shall be a default under this Agreement and the City shall be able to make a claim for payment for the correction of damages under the Common Law Performance Bond referenced in paragraph 9 below.
4. **Drainage**: Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, including, but not limited to, the Plans and or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.
6. **Conveyance:** The Developer shall convey all of the required public Improvements to the City, however, the parties agree that the public Improvements shall not be accepted by the City until the public Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements. Acceptance of the House Sidewalks shall be as set forth in paragraph 15 below.
7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all applicable regulations, ordinances, laws, rules and the terms of this Agreement.
8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement.
9. **Surety Devices:** With the exception of the construction of the House Sidewalks, and in order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:
  - a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond ("Bond") in a form acceptable to the City in the amount of \$5,703,808.01 (120% of the \$4,753,173.34 estimated construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. This Bond shall remain in full force and effect until the terms of this Agreement have been fulfilled.
  - b. Upon Developer's timely and satisfactory completion of the Improvements and the City's approval (but not acceptance) of these Improvements, and the Developer providing an acceptable maintenance surety instrument to the City in the amount of 10 percent of the certified value of the complete Improvements (approximately

\$475,371.33 as set forth in the Certification in attached Exhibit “D”), the City will return the original \$5,703,808.01 Common Law Performance Bond to the Developer, less any reductions requested by the City for the completion of any Improvements.

10. **Inspections:** Upon the City’s approval of the Plans, the Plat, and the Developer’s compliance with the terms of this Agreement, including surety instruments, the Developer may commence construction of the Improvements. Construction shall be completed on or before September 28, 2023 (with the exception of House Sidewalks – see paragraph 15 below). During the construction period, the Project’s Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua, shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

- a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual and TV camera.
- b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
- c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
- d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
- e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
- f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement. If necessary, a thin asphalt coat shall be added to any areas of the streets in order to provide a smooth graded finish, in particular, around curbs.

The Project’s Engineer of Record or the Professional Engineer performing CIS shall submit the inspection reports to the City. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City’s Public Services Department with a copy to the City’s Department of Planning and Community Development within three (3) business days of each inspection. City may, in its sole discretion, demand in writing the immediate correction of any discrepancies contained on any of the inspection reports within a reasonable period set forth in the written demand. If the correction is not completed in the timeframe in the demand, the City is authorized to make a demand on the Common Law Surety Bond for the amount needed in order to correct the discrepancy.

Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record, or the Professional Engineer performing the CIS conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the CIS providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the CIS that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the CIS shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a Common Law Performance Bond in the amount of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above.

11. **No Final Inspections or Occupancy:** In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice hereby given to the Developer that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services to any house in the Project until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any Improvements damaged as a result of the construction of any single-family homes. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval of the Improvements has occurred.
12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within thirty (30) days of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty days to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one-year warranty period. The warranty period shall be automatically extended until the completion of all requested repairs. If the Developer does not complete the repairs within thirty days from the notice, it shall constitute a breach of this Agreement.
13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the public Improvements shall in no case bind the City to accept the public Improvements for public maintenance or operation until the Public Services

Director has approved that the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulations and the Commission has accepted the public Improvements. Within 60 days of the Public Services Director's approval, the Commission will formally accept maintenance of the public Improvements and release the Maintenance Common Law Performance Bond. The maintenance of the stormwater management system shall be the responsibility of the Developer and its successors.

14. **Maintenance of Landscape Improvements within City Rights-of-Way:** The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at its sole cost and expense. Should the developer or successor fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer or its successor, specifying the nature of the deficiency. Within 30 days following receipt of such notice, the Developer or successor homeowner's association shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, in its sole discretion, effect repairs to the Improvements without the need of prior notice to the Developer or its successor. The City will promptly bill the Developer, its successors or assigns. If the bill is not paid within 30 days, it shall be a default hereunder and the City shall have the right, but not the obligation, to make a claim under the Bond.

15. **Construction, Installation, and Surety Devices for House Sidewalks:** The Construction, deadlines and surety devices for the House Sidewalks shall be as follows:

- a. **Construction Deadline:** The developer shall complete the construction and installation of the House Sidewalks in accordance with the Plans and attached Exhibit E. The construction of all of the House Sidewalks shall be completed on or before September 28, 2028. If Developer has not completed all of the House Sidewalks by September 28, 2028, the City shall have the right, but not the obligation, to make a demand on the House Sidewalks Common Law Performance Bond describing in paragraph b. below, for completing as many of the remaining sidewalks as possible with this money. The City shall not, however, have any obligation to expend any money other than the proceeds from the House Sidewalk Common Law Performance Bond to construct sidewalks in the Project.
- b. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer shall provide the City with a Common Law Performance Bond, in a form acceptable to the City, as the surety instrument to guarantee the satisfactory completion of the House Sidewalks as required in this Agreement. The amount of the House Sidewalk Common Law Performance Bond shall be \$245,875.08 (\$204,895.90 x 120% of the certified estimated cost of completion in attached Exhibit E). Upon the satisfactory completion and inspection of the House Sidewalks, but not the acceptance, the Developer shall provide the

City with a Maintenance House Sidewalk Common Law Performance Bond in the amount of \$20,489.59 (\$204,895.90 x 10%) for the one-year maintenance period. The City will then release and return the House Sidewalk Common Law Performance Bond.

- c. Final Approval and Acceptance: Within one year of the completion of all of the House Sidewalks, the City's Public Services Department will do a final inspection and notify the Developer in writing of any deficiencies, in the City's sole discretion. The Developer shall have 30 days to cure these deficiencies. If the Developer does not cure these deficiencies within 30 days, the City shall be authorized to have the work done and make a demand on the House Sidewalks Maintenance Common Law Performance Bond to pay for the remedial work. Once the remedial work is complete, the House Sidewalks will be submitted to the Commission for acceptance. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Common Law Performance Bond will be released and returned to the Developer.
  - d. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the House Sidewalks undertaken by the Developer until the Commission has officially accepted the House Sidewalks.
16. **Non-Interest-Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest-bearing bank account.
17. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".
18. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.
19. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
20. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the

job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

21. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
22. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 25 below.
23. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.
24. **Default by Developer:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any Common Law Performance Bond provided by Developer hereunder, and also be entitled to any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.
25. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City:                      City of Alachua  
                                 Attn: City Manager / LDR Administrator



*Via Hand Delivery:* 15100 NW 142<sup>nd</sup> Terrace  
Alachua, FL, 32615

*Via U.S. Mail:* Post Office Box 9  
Alachua, FL 32616

Developer/Owners: Troon Creek, LLC  
*Via USPS or*  
*Hand Delivery:* 643 Egret Place Dr.  
Winter Garden, FL 34787

26. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
27. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
28. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.
29. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
30. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.
31. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.
32. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement, including all exhibits hereto.
33. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
34. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
35. **Time of Essence:** Time is of the essence in complying with each and every term and condition of this Agreement.
36. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

37. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.
38. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.
39. **No Future Representations:** The City's approval of this Subdividers Agreement for Briarwood Phase 2 and Phase 3 does not in any way imply, represent, require or guarantee that the City will approve the application for any other phase of the development of Briarwood.

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

Attest:

CITY OF ALACHUA

\_\_\_\_\_  
William M. DaRoza, City Manager/Clerk

By: \_\_\_\_\_  
Gib Coerper, Mayor

Approved as to form:

\_\_\_\_\_  
Marian B. Rush, City Attorney

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by GIB COERPER, who is personally known to me or who produced \_\_\_\_\_ as identification.

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

[Signatures Continue on next page]

Witnesses:

(sign) *Nicole Distefano*  
(print) Nicole Distefano

DEVELOPERS/OWNERS

Troon Creek, LLC  
a Florida Limited Liability Company  
By:

*Craig J. Rouhier, Jr.*, Manager

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND  
PHASE 3 was acknowledged before me this 2 day of Sept, 2022, by Craig J. Rouhier, Jr.  
who is personally known to me or who produced Drivers License as identification.

*Nathan S. Flashman*

Notary Public, State of Florida at large  
Commission No.: GG 944349  
Expiration: 2/1/2024 [SEAL]



Notary Public State of Florida  
Nathan S. Flashman  
My Commission GG 944349  
Expires 02/01/2024

**Exhibit A – Legal Description to  
Briarwood Phase 2 and Phase 3  
Subdividers Agreement**

LEGAL DESCRIPTION:

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

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING,

THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.



# BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8,  
TOWNSHIP 8 SOUTH, RANGE 18 EAST,  
CITY OF ALACHUA,  
ALACHUA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 2 OF 6

LINE	BEARING	LENGTH
L1	S80°13'42"W	46.00'
L2	S80°23'42"W	19.00'
L3	N80°31'11"E	50.00'

CHUTE	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.00'	S40°39'48"E	31.47'
C2	20.00'	N40°39'48"E	31.47'



TYPICAL EASEMENTS AND SETBACKS

15' REAR SETBACK

15' REAR SETBACK

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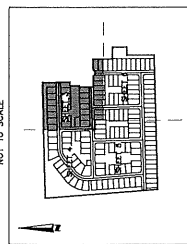
15' REAR SETBACK

15' REAR SETBACK

CURVE TABLE				
CLAVE	RADIUS	CHORD BEARING	CHORD	DELTA
C12	1023.00'	50°59'32.74"	18.46'	101.74°
C13	1000.00'	49°59'32.74"	17.95'	101.74°
C14	20.00'	54°33'42.48"	22.38'	90°00'00"
C15	20.00'	54°29'42.48"	22.38'	90°00'00"
C16	20.00'	54°25'42.48"	22.38'	90°00'00"
C17	20.00'	54°21'42.48"	22.38'	90°00'00"
C18	20.00'	54°17'42.48"	22.38'	90°00'00"
C19	20.00'	54°13'42.48"	22.38'	90°00'00"
C20	20.00'	54°09'42.48"	22.38'	90°00'00"
C21	20.00'	54°05'42.48"	22.38'	90°00'00"
C22	20.00'	54°01'42.48"	22.38'	90°00'00"
C23	20.00'	53°57'42.48"	22.38'	90°00'00"
C24	20.00'	53°53'42.48"	22.38'	90°00'00"
C25	20.00'	53°49'42.48"	22.38'	90°00'00"
C26	20.00'	53°45'42.48"	22.38'	90°00'00"
C27	20.00'	53°41'42.48"	22.38'	90°00'00"
C28	20.00'	53°37'42.48"	22.38'	90°00'00"
C29	20.00'	53°33'42.48"	22.38'	90°00'00"
C30	20.00'	53°29'42.48"	22.38'	90°00'00"
C31	20.00'	53°25'42.48"	22.38'	90°00'00"
C32	20.00'	53°21'42.48"	22.38'	90°00'00"
C33	20.00'	53°17'42.48"	22.38'	90°00'00"
C34	20.00'	53°13'42.48"	22.38'	90°00'00"
C35	20.00'	53°09'42.48"	22.38'	90°00'00"
C36	20.00'	53°05'42.48"	22.38'	90°00'00"
C37	20.00'	53°01'42.48"	22.38'	90°00'00"
C38	20.00'	52°57'42.48"	22.38'	90°00'00"
C39	20.00'	52°53'42.48"	22.38'	90°00'00"
C40	20.00'	52°49'42.48"	22.38'	90°00'00"
C41	20.00'	52°45'42.48"	22.38'	90°00'00"
C42	20.00'	52°41'42.48"	22.38'	90°00'00"
C43	20.00'	52°37'42.48"	22.38'	90°00'00"
C44	20.00'	52°33'42.48"	22.38'	90°00'00"
C45	20.00'	52°29'42.48"	22.38'	90°00'00"
C46	20.00'	52°25'42.48"	22.38'	90°00'00"
C47	20.00'	52°21'42.48"	22.38'	90°00'00"
C48	20.00'	52°17'42.48"	22.38'	90°00'00"
C49	20.00'	52°13'42.48"	22.38'	90°00'00"
C50	20.00'	52°09'42.48"	22.38'	90°00'00"
C51	20.00'	52°05'42.48"	22.38'	90°00'00"
C52	20.00'	52°01'42.48"	22.38'	90°00'00"
C53	20.00'	51°57'42.48"	22.38'	90°00'00"
C54	20.00'	51°53'42.48"	22.38'	90°00'00"
C55	20.00'	51°49'42.48"	22.38'	90°00'00"
C56	20.00'	51°45'42.48"	22.38'	90°00'00"
C57	20.00'	51°41'42.48"	22.38'	90°00'00"
C58	20.00'	51°37'42.48"	22.38'	90°00'00"
C59	20.00'	51°33'42.48"	22.38'	90°00'00"
C60	20.00'	51°29'42.48"	22.38'	90°00'00"
C61	20.00'	51°25'42.48"	22.38'	90°00'00"
C62	20.00'	51°21'42.48"	22.38'	90°00'00"
C63	20.00'	51°17'42.48"	22.38'	90°00'00"
C64	20.00'	51°13'42.48"	22.38'	90°00'00"
C65	20.00'	51°09'42.48"	22.38'	90°00'00"
C66	20.00'	51°05'42.48"	22.38'	90°00'00"
C67	20.00'	51°01'42.48"	22.38'	90°00'00"
C68	20.00'	50°57'42.48"	22.38'	90°00'00"
C69	20.00'	50°53'42.48"	22.38'	90°00'00"
C70	20.00'	50°49'42.48"	22.38'	90°00'00"
C71	20.00'	50°45'42.48"	22.38'	90°00'00"
C72	20.00'	50°41'42.48"	22.38'	90°00'00"
C73	20.00'	50°37'42.48"	22.38'	90°00'00"
C74	20.00'	50°33'42.48"	22.38'	90°00'00"
C75	20.00'	50°29'42.48"	22.38'	90°00'00"
C76	20.00'	50°25'42.48"	22.38'	9



LEGEND:



**BUILDING SETBACKS:**

**NOTE.** THIS PLAY IS 8 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2, AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 8.

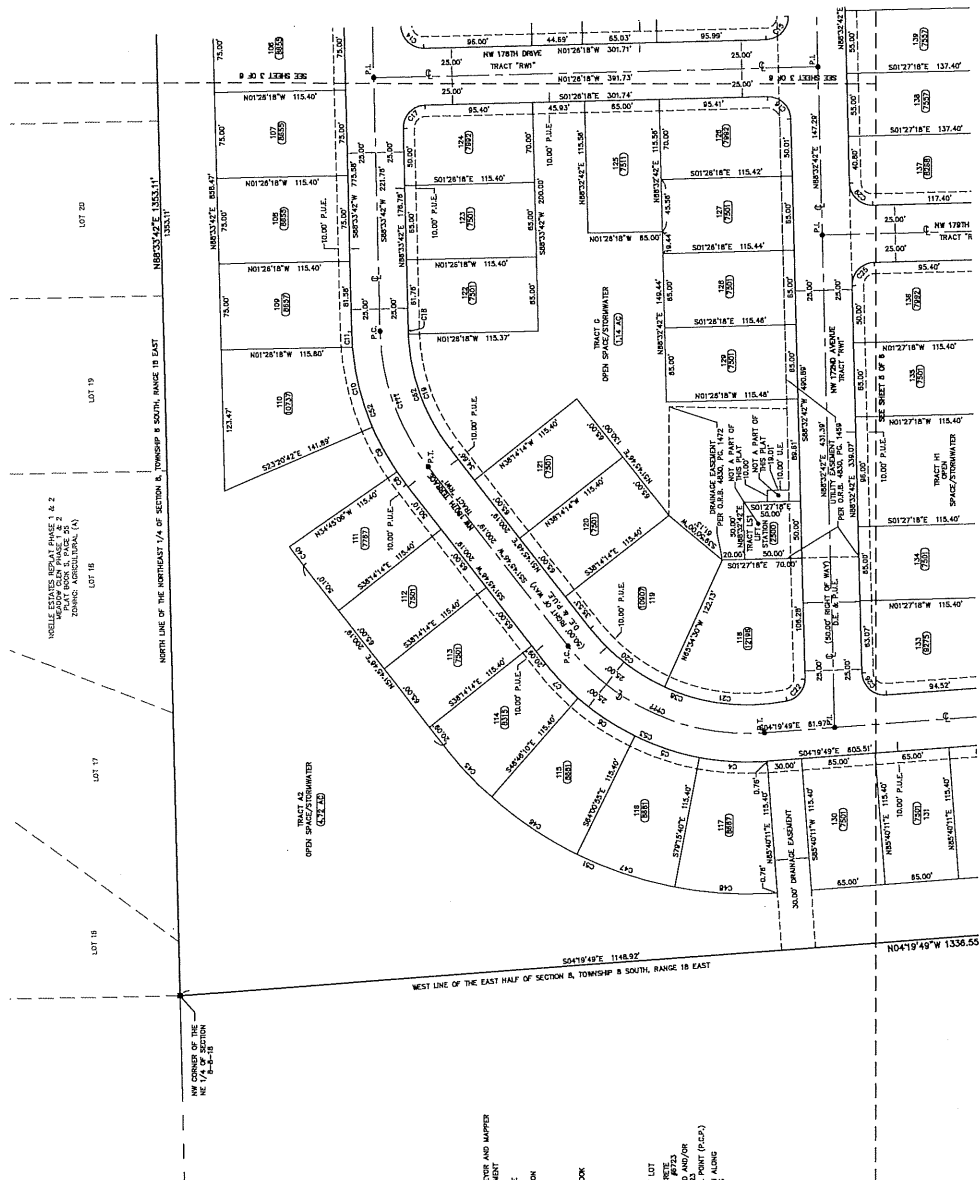
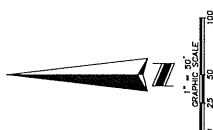


**SHEET INDEX**  
SHEET 1 -- DEDICATION AND ACKNOWLEDGMENTS  
SHEET 2 -- LEGAL DESCRIPTION AND BOUNDARY DETAIL  
SHEETS 3, 4, 5, AND 6 -- LOT DIMENSIONS

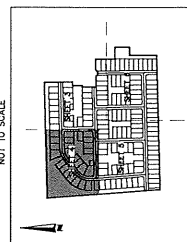
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(407) 896-5300

CITY OF ALACHUA,  
ALACHUA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 4 OF 6



		CURVE VALUE				CURVE VALUE			
CURVE	ANGLE	HAUS	BEAM	CHORD	AREA	HAUS	BEAM	CHORD	AREA
C1	22.00	1021.021	30.01		1754.90				
C2	22.00	1021.021	30.01		1754.90				
C3	22.00	1021.021	30.01		1754.90				
C4	22.00	1021.021	30.01		1754.90				
C5	22.00	1021.021	30.01		1754.90				
C6	22.00	1021.021	30.01		1754.90				
C7	22.00	1021.021	30.01		1754.90				
C8	22.00	1021.021	30.01		1754.90				
C9	22.00	1021.021	30.01		1754.90				
C10	22.00	1021.021	30.01		1754.90				
C11	22.00	1021.021	30.01		1754.90				
C12	22.00	1021.021	30.01		1754.90				
C13	22.00	1021.021	30.01		1754.90				
C14	22.00	1021.021	30.01		1754.90				
C15	22.00	1021.021	30.01		1754.90				
C16	22.00	1021.021	30.01		1754.90				
C17	22.00	1021.021	30.01		1754.90				
C18	22.00	1021.021	30.01		1754.90				
C19	22.00	1021.021	30.01		1754.90				
C20	22.00	1021.021	30.01		1754.90				
C21	22.00	1021.021	30.01		1754.90				
C22	22.00	1021.021	30.01		1754.90				
C23	22.00	1021.021	30.01		1754.90				
C24	22.00	1021.021	30.01		1754.90				
C25	22.00	1021.021	30.01		1754.90				
C26	22.00	1021.021	30.01		1754.90				
C27	22.00	1021.021	30.01		1754.90				
C28	22.00	1021.021	30.01		1754.90				
C29	22.00	1021.021	30.01		1754.90				
C30	22.00	1021.021	30.01		1754.90				
C31	22.00	1021.021	30.01		1754.90				
C32	22.00	1021.021	30.01		1754.90				
C33	22.00	1021.021	30.01		1754.90				
C34	22.00	1021.021	30.01		1754.90				
C35	22.00	1021.021	30.01		1754.90				
C36	22.00	1021.021	30.01		1754.90				
C37	22.00	1021.021	30.01		1754.90				
C38	22.00	1021.021	30.01		1754.90				
C39	22.00	1021.021	30.01		1754.90				
C40	22.00	1021.021	30.01		1754.90				
C41	22.00	1021.021	30.01		1754.90				
C42	22.00	1021.021	30.01		1754.90				
C43	22.00	1021.021	30.01		1754.90				
C44	22.00	1021.021	30.01		1754.90				
C45	22.00	1021.021	30.01		1754.90				
C46	22.00	1021.021	30.01		1754.90				
C47	22.00	1021.021	30.01		1754.90				
C48	22.00	1021.021	30.01		1754.90				
C49	22.00	1021.021	30.01		1754.90				
C50	22.00	1021.021	30.01		1754.90				
C51	22.00	1021.021	30.01		1754.90				
C52	22.00	1021.021	30.01		1754.90				



**BUILDING SETBACKS:**  
SEE TYPICAL EASEMENT  
AND SETBACKS ON SHEET 2

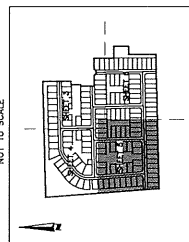
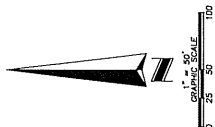
**NOTE:**  
THIS PLAT IS 8 SHEETS IN TOTAL AND ONE IS NOT COMPLETE  
WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS SEE  
SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET  
2, AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 8.

**SHEET INDEX**  
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SHEETS 3, 4, 5, AND 6 - LOT DIMENSIONS

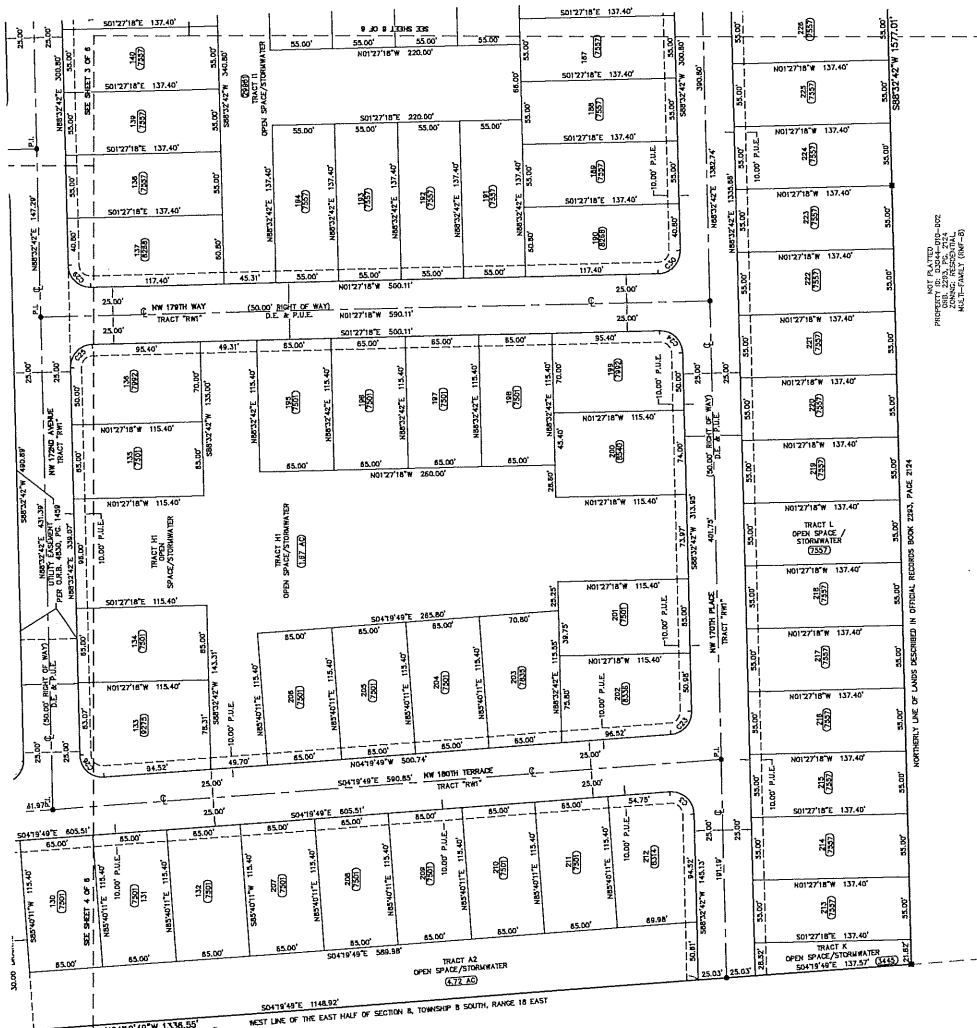
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(407) 894-5395



CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C1	20.00'	N42°06'27"E	28.88'	82°32'31"
C2	20.00'	S47°53'13"E	27.37'	87°07'29"
C3	20.00'	N43°23'42"E	28.28'	90°00'00"
C4	20.00'	N46°27'16"W	28.28'	90°00'00"
C5	20.00'	S49°09'27"W	28.88'	82°32'31"
C6	20.00'	S48°23'42"W	28.28'	90°00'00"
C7	20.00'	S48°27'16"E	28.28'	90°00'00"
C8	20.00'	S47°53'13"E	28.88'	82°32'31"



BUILDING SETBACKS:  
SEE TYPICAL EASEMENT  
AND SETBACKS ON SHEET 2

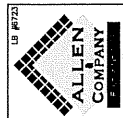


NOT PLATTED  
PROPERTY ID: 03044-010-002  
QRB, 2293, PG. 2124  
ZONING: RESIDENTIAL,  
MULTI-FAMILY (RMF-8)

**LEGEND:**

P.A.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.E.	PUBLIC UTILITY EXISTENT
P.L.E.	PUBLIC UTILITY EXISTENT
D.E.	DRAINAGE EXISTENT
P.C.	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.V.	POINT OF VERTICAL INTERSECTION
P.B.	POINT OF BEGINNING
L.B.	LOCAL BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
L	LINE
A	ARC LENGTH
D.A.	DELTA ANGLE
C.D.	CHORD DISTANCE
C.L.	CENTERLINE
S.F.	SQUARE FOOTAGE OF LOT
A.S.	A SET
A <sup>2</sup>	A <sup>2</sup> * 4' * 4' CONCRETE
M.P.M.	MONUMENT P.A.M. L.B. #9723
N.E.	NORTH EAST
S.E.	SOUTH EAST
N.W.	NORTH WEST
S.W.	SOUTH WEST
P.C.P.	PERMANENT CONTROL POINT (P.C.P.)
C.D.	CHANGE IN DIRECTION ALONG

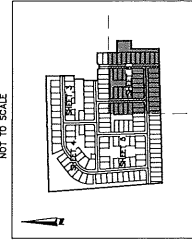
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CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1023.00'	50°35'27.7"	18.40'	1°01'42"	18.40'
		50°35'27.7"	17.85'	1°01'42"	17.85'
C27	20.00'	94°32'42.7"	28.38'	90°00'00"	31.42'
C28	20.00'	148°27'18.7"	28.38'	90°00'00"	31.42'
C31	20.00'	54°33'42.4"	28.38'	90°00'00"	31.42'
C32	20.00'	54°47'21.0"	28.38'	90°00'00"	31.42'
C33	20.00'	94°24'10.7"	28.03'	89°37'18"	31.05'
C34	975.50'	50°35'27.7"	17.50'	1°01'42"	17.50'
C37	20.00'	148°35'27.7"	28.54'	87°03'42"	31.70'



**BUILDING SETBACKS:**  
SEE TYPICAL EASEMENT  
AND SETBACKS ON SHEET 2

**SHEET INDEX**  
SHEET 1 - DEDICATION AND ACKNOWLEDGMENTS  
SHEET 2 - LEGAL DESCRIPTION AND BOUNDARY DETAIL  
SHEETS 3, 4, 5, AND 6 - LOT DIMENSIONS

**Exhibit C – Certificate of Concurrency**  
**Compliance to Briarwood Phase 2 and Phase 3**  
**Subdividers Agreement**

**CERTIFICATE OF CONCURRENCY COMPLIANCE**  
**FOR**  
**BRIARWOOD PHASE 2 AND PHASE 3**

This Certificate of Concurrency Compliance (“Certificate”) is hereby issued to Troon Creek, LLC, a Florida Limited Liability Company authorizes to transact business in the State of Florida and (“Developer/Owner”) by City of Alachua, Florida (“City”) this \_\_\_\_ day of \_\_\_\_\_, 2022.

**R E C I T A L S**

**WHEREAS**, the Developer/Owner is developing a residential subdivision in the CITY known as Briarwood Phase 2 and Phase 3 (the “Project”), legally described in attached Exhibit ‘1’.

**WHEREAS**, the Developer/Owner has secured a Subdivider Regulatory Agreement for the Project from the City for the Project (herein “Subdivider Agreement”) as part of the City’s site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City’s Land Development Regulations (the “LDRs”);

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

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

**WHEREAS**, the Project is zoned Residential Single Family- 4 (“RSF-4”);

**WHEREAS**, the Project has an approved preliminary plat approval for a residential subdivision for the Project;

**WHEREAS**, the Project is now ready to proceed to approval of a Final Plat comprised of 145 residential lots;

**WHEREAS**, the Developer/Owner intends to immediately initiate construction on the Project;

**WHEREAS**, the Developer/Owner of the Project agrees to submit payment for sewer connection fees as determined in the City’s Capital Facilities charges and as set forth in Section

38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit;

**WHEREAS**, the Developer/Owner of the Project further agrees to submit payment for water connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit; and

**WHEREAS**, the City has determined that adequate water and wastewater capacity exists to the Project;

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

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

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

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

1. The above recitals are true and correct and are incorporated into this Certificate of Concurrency Compliance by reference.
2. The City will reserve 36,250 gallons per day (145 lots x 250 gallons per day) of wastewater capacity for the 145 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.
3. The City will reserve 39,785 gallons per day (145 lots x 275 gallons per day) of water capacity for the 145 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined

by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 145 units proposed in Briarwood Phase 2 and Phase 3 as defined by applicable development permits, including construction plans and subdivider's agreement, on file with the City: 1,369 Average Annual Daily Trips ("AADT") and 144 Peak Hour Trips along CR 235- A (north of US Highway 441); 868 AADT and 91 Peak Hour Trips along US Highway 441 (from I-75 to CR 235-A); 87 AADT and 9 Peak Hour Trips along US Highway 441 (from CR 235-A to NW 188<sup>th</sup> Street).
5. The City will reserve 1.81 acres (2.5 persons per household x 145 units x 5 acres per 1,000 persons) of recreation capacity for the 145 units proposed in Briarwood Phase 2 and Phase 3 as defined by applicable development permits, including but not limited to the construction plans and subdivider's agreement, on file with the City.
6. The City will reserve 264.63 tons per year (0.73 tons per capita per year x 2.5 persons per household x 145 units) of solid waste capacity for the 145 units proposed in Briarwood Phase 2 and Phase 3 as defined by applicable development permits on file, including but not limited to, construction plans and subdivider's agreement, on file with the City.
7. The City will reserve seventeen (17) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, nine (9) student stations in the Alachua SCSA for middle schools, and thirteen (13) student stations in the Alachua SCSA for high schools, for the 145 units proposed in Briarwood Phase 2 and Phase 3.
8. This Certificate of Concurrency Compliance shall remain in effect for a period of one (1) year from the date of the approval of the Subdivider Agreement between the parties hereto.
9. It is the intent of the City and Developer/Owner that this Certificate of Concurrency Compliance be incorporated into and considered a part of the Subdivider's Regulatory Agreement executed by the Developer/Owner and City for the Project dated the \_\_\_\_ day of \_\_\_\_\_, 2022. Failure to comply with the term of that Subdivider Regulatory Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate of Concurrency Compliance shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

**THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is subject to the terms and findings as stated herein.

Attest:

CITY OF ALACHUA

By: \_\_\_\_\_  
William M. DaRoza, City Manager/Clerk/ The Hon. Gib Coerper, Mayor  
Land Development Regulations Administrator

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by GIB COERPER, who is (personally known to me) OR (who has produced \_\_\_\_\_ as identification).

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
Expiration: [SEAL]

Approved as to form:

\_\_\_\_\_  
Marian B. Rush, City Attorney

**SIGNATURES CONTINUE ON NEXT PAGE**

DEVELOPER/OWNER

Troon Creek, LLC,  
a Florida Limited Liability Company

Witnesses:

Nicole Distefano  
Nicole Distefano

By: Craig J. Rouhier, Jr., Manager

STATE OF FLORIDA

COUNTY OF Orange

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, on this 2 day of Sept, 2022, by Craig J. Rouhier, Jr., who is (personally known to me) OR (who has produced Drivers License as identification).

Nathan S. Flashman

Notary Public, State of Florida at Large  
Commission No.: GG944349  
Expiration: 2/1/2024 [SEAL]



Notary Public State of Florida  
Nathan S. Flashman  
My Commission GG 944349  
Expires 02/01/2024

**Exhibit 1 – Legal Description to  
Exhibit C – Certificate of Concurrency  
Compliance for Briarwood Phases 2 & 3**

**LEGAL DESCRIPTION:**

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

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING,

THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.



**Exhibit D – Engineer's Estimated Costs/  
Improvements to Briarwood Phase 2 and  
Phase 3 Subdividers Agreement**



Civil Engineering, Inc

1982 State Road 44 • Suite 360  
New Smyrna Beach, FL 32168

## Estimate of Probable Costs

Developer:

**Craig Rouhier**

**Troon Development, LLC**

**643 Egret Place Drive**

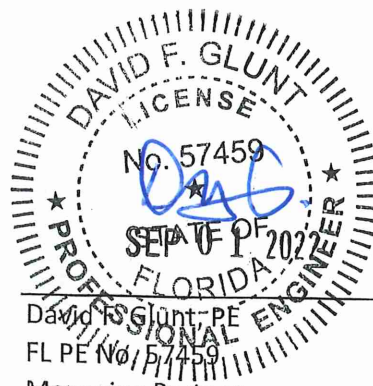
**Winter Garden, FL 32787**

Project Name: **Briarwood Subdivision Phases 2 & 3**

Date: **11-Aug-22**

Below is the engineer's estimate of probable costs for Phases 2 & 3  
consisting of 145 single family lots.

Description of Work	Cost
Clearing, Erosion Control, grass and Earthwork	\$ 1,021,403.75
Concrete Work (Sidewalks, curbs, etc.)	\$ 315,472.25
Onsite Paving	\$ 751,702.55
Storm Structures, Pipe and Weirs	\$ 842,633.09
Sanitary Sewer System	\$ 659,082.60
Potable Water System	\$ 593,582.43
Landscape and hardscape	\$ 137,190.00
<b>Total Estimated Cost</b>	<b>\$ 4,321,066.67</b>
<b>Total Cost + 10% Contingency</b>	<b>\$ 4,753,173.34</b>



David F. Glunt, PE  
FL PE No. 57459  
Managing Partner

**Exhibit E – Engineer's Estimated Costs/  
Sidewalks to Briarwood Phase 2 and Phase 3  
Subdividers Agreement**



**SPRUCE  
CREEK**

Civil Engineering, Inc

1982 State Road 44 • Suite 360  
New Smyrna Beach, FL 32168

## Estimate of Probable Costs

Developer:

**Craig Rouhier**

**Troon Development, LLC**

**643 Egret Place Drive**

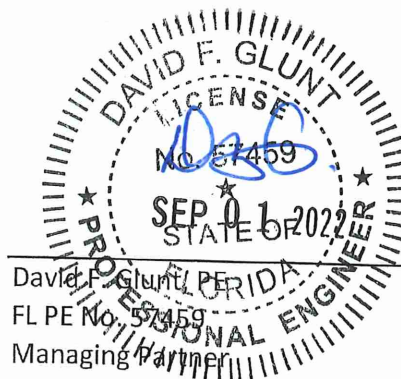
**Winter Garden, FL 32787**

Project Name: **Briarwood Subdivision Phases 2 & 3**

Date: **28-Jul-22**

Below is the engineer's estimate of probable costs for Phases 2 & 3  
sidewalks on single family lots.

Description	Unit	Quantity	Price/Unit	Total
5' Sidewalk (Lots)	LF	5,999	\$31.05	\$186,269



David F. Glunt, PE  
FL PE No. 57459  
Managing Partner