



City of Alachua

Planning & Community Development Department

Staff Report

City Commission Hearing Date: Quasi-Judicial Hearing

September 26, 2022

SUBJECT:	A request for consideration of the final plat of Briarwood Phase 2 and 3, which proposes to subdivide a ± 45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way
APPLICANT/AGENT:	Tivia Bryan of Allen & Company
PROPERTY OWNER:	Troon Creek, LLC
LOCATION:	South of Meadowglen subdivision, west of Briarwood Phase 1
PARCEL ID NUMBERS:	03044-010-003
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	RSF-4 (Residential Single-Family 4)
OVERLAY:	N/A
ACREAGE:	± 45.16 acres
PROJECT PLANNER:	Adam Hall, AICP, Principal Planner
RECOMMENDATION:	<p>Staff recommends that the City Commission:</p> <ol style="list-style-type: none">1. Approve the Final Plat of Briarwood Phase 2 and 3 ("Final Plat");2. Approve the "Subdividers Agreement for Briarwood Phase 2 and 3" ("Subdividers Agreement");3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and,4. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of \$5,703,808.01 as the surety instrument for infrastructure improvements, other than the house sidewalks; and5. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of \$245,875.08 as the surety instrument for the house sidewalks.

RECOMMENDED MOTION:

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

- 1. Approve the Final Plat of Briarwood Phase 2 and 3 ("Final Plat");*
- 2. Approve the "Subdividers Agreement for Briarwood Phase 2 and 3" ("Subdividers Agreement");*
- 3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and,*
- 4. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of \$5,703,808.01 as the surety instrument for infrastructure improvements, other than the house sidewalks; and*
- 5. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of \$245,875.08 as the surety instrument for the house sidewalks.*

SUMMARY

This application is a request by Tivia Bryan of Allen & Company, applicant and agent for Troon Creek LLC, property owner, for consideration of the final plat of Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way.

The subject property consists of Tax Parcel Number 03044-010-003, and is located in the 17000 block of CR 235A, west of CR 235A and Santa Fe High School, south of the Meadowglen subdivision, and north of the Santa Fe Hills subdivision.

A portion of the subject property was part of the previously proposed Benton Hills development, for which a preliminary plat was approved on January 11, 2016 by the City Commission. The preliminary plat for Briarwood was approved on November 4, 2019 by the City Commission. The construction plans for Phase 1 were approved by the City on June 11, 2020. The Final Plat for Phase 1 of Briarwood was approved November 9, 2020. The Construction Plans for Phases 2 and 3 were approved on September 20, 2022.

The proposed Briarwood subdivision consists of lots ranging size from ±7,500 square feet to ±10,780 square feet, with the majority of lots between ±7,500 square feet and ± 8,000 square feet. As proposed with the preliminary plat, the lots located along the northern portion of the site are a minimum of 8,309 square feet in area and a minimum of 72 feet wide. The plat proposes a series of common areas throughout the project area and along the northern and eastern boundaries. A 50' wide common area will be located between any lots and the northern property line, including an approximately 15' wide area outside of the stormwater drainage system.

Section 2.4.10(G)(5) of the City's Land Development Regulations (LDRs) establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

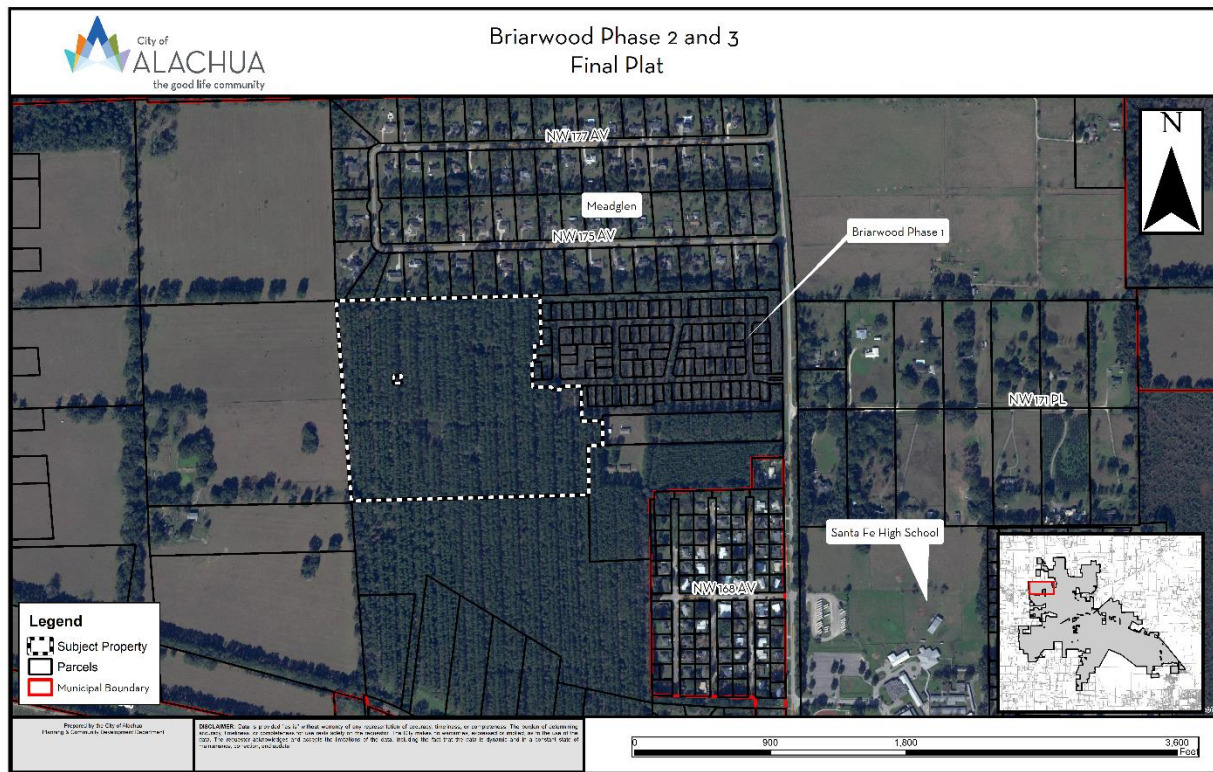
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The existing uses, Future Land Use Map (FLUM) Designations, and zoning districts of the surrounding area are identified in Table 1. Map 1 provides an overview of the vicinity of the subject property. (NOTE: The information below is intended to provide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

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Meadowglen Subdivision	Agriculture	Agricultural (A)
South	Vacant Residential Land/	Medium Density Residential	Residential Multiple Family - 8 (RMF-8)
West	Vacant Residential Land	Moderate Density Residential	Agricultural (A)
East	Single-Family Residential (Briarwood Phase 1)	Moderate Density Residential	Residential Single Family - 4 (RSF-4)

Map 1. Vicinity Map



CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

GOAL 1: Future Land Use Map 2025:

The City of Alachua shall maintain a Future Land Use Map in order to effectively guide development in a sustainable manner and to ensure economic prosperity and stability while maintaining a high quality of life for all of its present and future citizens.

Objective 1.2: Residential

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

Policy 1.2.a: Moderate density residential (0 to 4 dwelling units per acre): The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the moderate density residential land use category:

1. Single family, conventional dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments;
8. Supporting community services, such as schools, houses of worship, parks, and community centers

Analysis of Consistency with Goal 1, Objective 1.2, and Policy 1.2.a: The proposed rezoning would comply with this Policy as the maximum number of dwelling units per acre would not be exceeded, and the uses proposed are consistent with the uses allowed under this policy.

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

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

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

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

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and

regulations adopted by the FDEP and the Suwannee River Water Management District.

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

Analysis of Consistency with Objective 5.1 and Policies 5.1.a - e: Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the potential presence of gopher tortoises, FL burrowing owls, and eastern indigo snakes. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise and FL burrowing owl survey prior to commencement of construction activities. The applicant will also be required to comply with standard measures of protection regarding eastern indigo snakes.

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

Analysis of Consistency with Objective 5.2: The subject property is located within the City's potable water and wastewater service areas, as defined in Policies 1.2.a and 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, and will be required to connect to the City of Alachua's potable water and wastewater system.

GOAL 9: Water and Wastewater Service:

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

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

Element of the City of Alachua Comprehensive Plan, regardless of size, that is within a Residential Future Land Use Map Designation shall connect to the City of Alachua's wastewater system.

Analysis of Consistency with Goal 9 and Policy 9.2: The subject property is within the potable water and wastewater service area. Any development of the subject property will be required to connect to the potable water and wastewater systems at the time of development.

Housing Element

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

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

Recreation Element

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

Analysis of Consistency with Policy 1.2.b: An analysis of the impacts to recreation facilities has been provided within this report. The proposed development would not result in a failure of the City's adopted level of service for recreation and park area.

Transportation Element

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

Analysis of Consistency with Objective 1.1: An analysis of the impacts to transportation facilities has been provided within this report. The proposed development would not result in a decrease in the level of service for transportation facilities monitored for concurrency.

Community Facilities & Natural Groundwater Aquifer Recharge Element

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

service shall be deemed available if:

1. A gravity wastewater system, wastewater pumping station, or force main exists within ½ mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

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

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

Analysis of Consistency with Objective 2.1.a: An analysis of the impacts to solid waste facilities has been provided within this report. The proposed amendment would not result in a decrease in the level of service for solid waste disposal facilities.

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

1. A water main exists within ½ mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

Conservation and Open Space Element

OBJECTIVE 1.3: Listed Species

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

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

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

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

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

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

Analysis of Consistency with Objective 1.3 and Policies 1.3.a - e: Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the potential presence of gopher tortoises, FL burrowing owls, and eastern indigo snakes. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise and FL burrowing owl survey prior to commencement of construction activities. The applicant will also be required to comply with standard measures of protection regarding eastern indigo snakes. The 100% gopher tortoise survey was completed on April 14, 2022 and submitted with the Construction Plans for Briarwood Phase 2 and 3.

ENVIRONMENTAL CONDITIONS & SITE SUITABILITY ANALYSIS

Wetlands

According to the National Wetlands Inventory, no potential wetlands are located on the subject property. Any wetlands identified must be delineated and protected in accordance with the applicable protection standards.

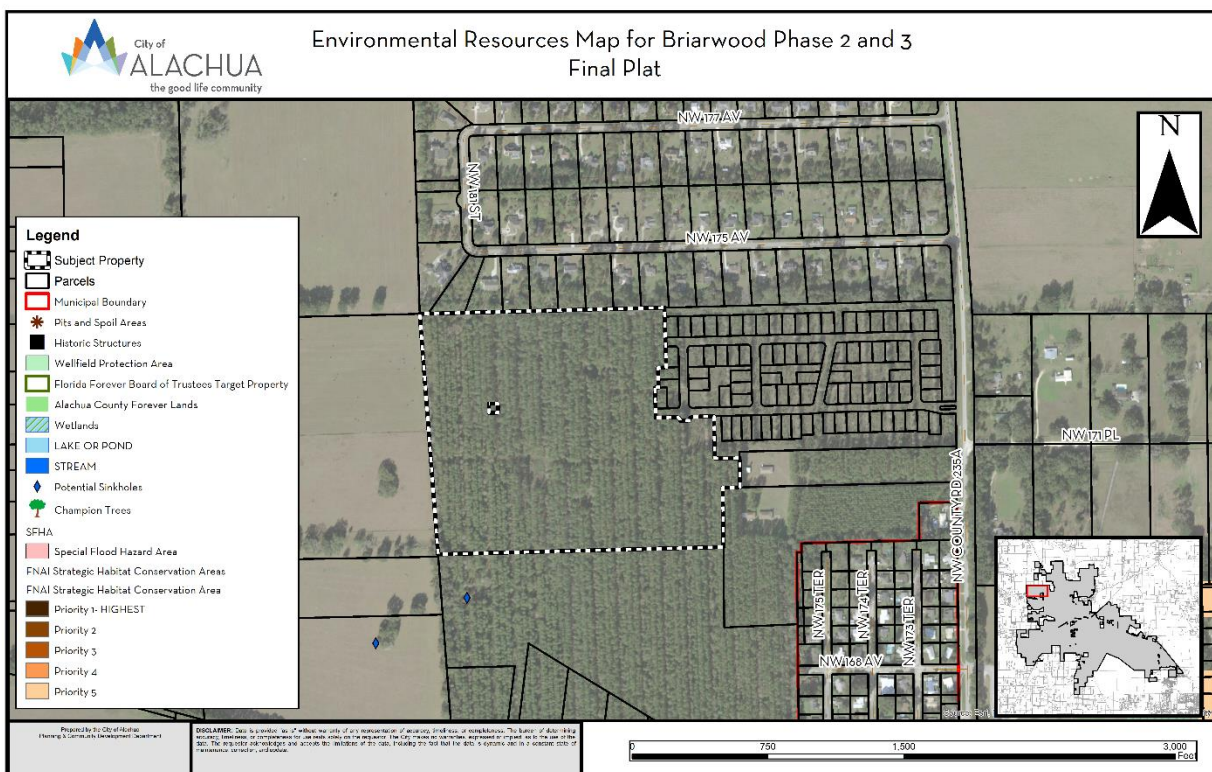
Evaluation: No wetlands have been identified on subject property. If wetlands are identified on subject property at a later time, the applicable standards in the City's Comprehensive Plan, Land Development Regulations, and Suwannee River Water Management District (SRWMD) regulations would apply to those areas identified as wetlands; therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1987 and updated in 1996. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

Evaluation: The subject property is not located within or adjacent to a Strategic Ecosystem, therefore, the development will not adversely impact any Strategic Ecosystem(s) identified within the ecological inventory report.

Map 2. Environmental Features



Regulated Plant & Animal Species

A wildlife survey report was conducted on April 14, 2022 by Bio-Tech Consulting, Inc., for the area of Phases 2 and 3. The report included a 100% gopher tortoise survey and 100% FL

burrowing owl survey. The report indicated the presence of 4 (four) potentially occupied gopher tortoise burrows on site.

Evaluation: Based upon the findings of the 100% listed species survey and 100% gopher tortoise survey conducted by Bio-Tech Consulting, Inc. conducted on April 14, 2022, potential impacts upon protected species has been adequately addressed. The report indicates that a permit for relocation of the tortoises will be required through the Florida Fish and Wildlife Conservation Commission.

Soil Survey

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

There are five (5) soil type found within the development area:

Soil Type	Hydrologic Group	Drainage Class	Residential Buildings Without Basements	% of Subject Property (may not total to 100% due to rounding)
Arredondo fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	35.0
Fort Meade fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	21.3
Kendrick sand, 2 to 5 percent slopes	B	Well drained	Not limited	27.1
Norfolk loamy fine sand, 2 to 5 percent slopes	B	Well drained	Not limited	5.6
Arredondo fine sand, 5 to 8 percent slopes	A	Well drained	Not limited	10.9

Evaluation: The soil types located within the subject property do not pose any significant limitations for residential dwellings. Therefore, there are no issues related to soil suitability.

Flood Potential

Panel 0120D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006, indicates that the subject property contains areas with Flood Zone "X" designations (areas determined to be outside of the 500-year floodplain).

Evaluation: The subject property is located in Flood Zone "X" (areas determined to be outside of the 500-year floodplain). Therefore, there are no issues related to flood potential.

Karst-Sensitive Features

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

Evaluation: There are no geologic features located on the subject property which indicate an increased potential for karst sensitivity.

Wellfield Protection Zone

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

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

Historic Structures and Markers

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

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

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

findings of the application's compliance with the applicable standards of Section 2.4.10(G)(5)(d) is provided below.

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

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

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

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

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

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

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

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

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

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

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

- (vi) Include the following certificates, which shall be signed by the subdivider and the LDR Administrator:
 - a. Certificate of subdivider's surveyor;

- b. Certificate of City's review surveyor;
- c. Certificate of approval by County Health Department, if applicable;
- d. Certificate of approval by the Attorney for the City;
- e. Certificate of approval by the City Commission; and
- f. Certificate of filing with the Alachua County Clerk of Court.

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

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the impacts which would be generated by the proposed development, which consists of 145 single-family residential units.

At present, the impacts which would be generated by the proposed development are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility. A final plat is a final development order so concurrency will be reserved, if the Plat is approved by the City Commission.

Table 3. Affected Comprehensive Plan Roadway Segments¹

Segment Number ^{2,3}	Segment Description	Lanes	Functional Classification	Area Type	LOS
16	CR 235A North (CR 235A North of US 441)	2U	County Maintained Major Collector	Comm	D
6 (4107)	US Hwy 441 (from I-75 to CR 235A)	4D	Principle Arterial	Urban Trans	D
7 (14)	US 441 (from CR235 A to NW 188 th St)	4D	Principle Arterial	Urban Trans	D

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

Table 4. Potential Trip Generation¹

	Land Use	AADT (Enter/Exit)	AM Peak Hour (Enter/Exit)	PM Peak Hour (Enter/Exit)
Single Family Detached Dwelling units (145)	Single- Family, Detached ² (ITE Code 230)	1,369 (684/684)	107 (18/89)	144 (96/48)

¹ Source: ITE Trip Generation, 10th Edition.
² Formulas: AADT - 9.44 trips per dwelling unit x 145 dwelling units (50% entering/50% exiting); AM Peak Hour - 0.74 trips per dwelling unit x 145 dwelling units (17% entering/83% exiting); PM Peak Hour - .99 trips per dwelling unit x 145 dwelling units (67% entering/33% exiting).

Table 5. Potential Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	CR 235A (North of US 441) /16 ¹	US Hwy 441 (from I-75 to CR 235A) / 6 (4107) ¹	US 441 (from CR235A to NW 188 th St)/ 7 (14) ¹
Maximum Service Volume ²	15,120	39,000	43,000

Existing Traffic ³	1,402	27,914	22,250
Reserved Trips ⁴	816	2,593	1,565
Available Capacity ⁴	12,902	8,493	19,185
Potential Impact Generated by Proposed Final Plat	1,369	868	87
Residual Capacity after Proposed Final Plat⁵	11,533	7,625	19,098
PM Peak Hour Traffic Analysis	CR 235A (North of US 441)¹	US Hwy 441 (from I-75 to CR 235A)¹	US 441 (from CR235A to NW 188th St)/ 7 (14)¹
Maximum Service Volume ²	1,359	3,510	3,870
Existing Traffic ³	133	2,652	2,114
Reserved Trips ⁴	85	207	129
Available Capacity ⁴	1,141	651	1,627
Potential Impact Generated by Proposed Final Plat	144	91	9
Residual Capacity after Proposed Final Plat⁵	997	560	1,618
¹ <i>FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.</i> ² <i>Source: AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook.</i> ³ <i>Florida Department of Transportation, District Two, Level of Service Reporting Tool 2022</i> ⁴ <i>Source: City of Alachua September 2022 Development Monitoring Report.</i> ⁵ <i>The application is for a Final Development Order. Facility capacity and concurrency will be reserved.</i>			

Evaluation: It is anticipated that the proposed development will not adversely affect the Level of Service (“LOS”) for the affected roadway segments, and the potential impact of 145 single-family residential dwellings is therefore acceptable.

Potable Water Impacts

Table 6. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,309,417
Reserved Capacity*	291,079
Potential Potable Water Demand from Proposed Application **	39,875
Residual Capacity	659,201
Percentage of Permitted Design Capacity Utilized	71.33%
<i>Sources:</i> *City of Alachua September 2022 Development Monitoring Report **City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day	

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property to 39,875 gallons per day. This analysis is based on the maximum development potential of 145 single-family residential dwellings that would be permitted by the proposed final plat. Concurrency and impacts to the City’s utility systems will be reevaluated at construction plan and Final Plat stage. It is anticipated that the proposed amendment will not adversely affect the Level of Service (“LOS”) for potable water facilities, and the impacts are therefore acceptable.

Sanitary Sewer Impacts

Table 7. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity*	1,500,000
Less Actual Treatment Plant Flows*	758,000
Reserved Capacity*	265,540
Projected Potential Wastewater Demand from Proposed Application **	36,250
Residual Capacity	440,210
Percentage of Permitted Design Capacity Utilized	70.65%
<i>Sources:</i> * City of Alachua September 2022 Development Monitoring Report **City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day	

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property by 36,250 gallons per day. This analysis is based on the maximum development potential of 145 single-family residential dwellings that would be permitted by the proposed final plat. It is anticipated that the proposed amendment will not adversely affect the Level of Service (“LOS”) for sanitary sewer facilities, and the impacts are therefore acceptable.

Recreational Impacts

Table 8a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	135.48
Acreage Required to Serve Existing Population ²	53.78
Reserved Capacity ¹	6.68
Potential Demand Generated by Development ³	1.81
Residual Recreational Capacity After Impacts	73.21
<i>Sources:</i> 1 City of Alachua September 2022 Development Monitoring Report. 2 Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 1.2.b, Recreation Element ; Formula: 10,756 persons / (5 acres / 1,000 persons) 3	

Table 8b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity ¹	12.09 acres
Acreage Required to Serve Demand Generated by Development ²	0.36 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	12.45 acres
Existing Improved Passive Park Space ¹	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development³	35.76 %
1 Source: City of Alachua September 2022 Development Monitoring Report. 2 Formula: Recreation Demand Generated by Development (1.81 acres) x 20%. 3 Formula: Total Improved Passive Park Space / (Acreage Required to Serve Existing Population + Reserved Capacity + Acreage Required to Serve Demand Generated by Development.)	

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property acres by 1.81 acres, and for passive park space by 0.36 acres. It is anticipated that the proposed amendment will not adversely affect the Level of Service (“LOS”) of recreational facilities; therefore, the impacts are acceptable.

Solid Waste Impacts

Table 9. Solid Waste Impacts

System Category	Lbs Per Day	Tons Per Year
Existing Demand ¹	43,024.00	7,851.88
Reserved Capacity ²	39,428.48	7,195.70
Projected Solid Waste Demand from Application ³	1,450.00	264.63
New River Solid Waste Facility Capacity⁴	50 years	
<i>Sources:</i> ¹ Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 2.1.a, CFNGAR Element City of Alachua September 2022 Development Monitoring Report Formula: 10,756 persons x 0.73 tons per year ² Policy 2.1.a, CFNGAR Element (Formula: 2.5 persons per dwelling x 145 dwellings x 0.73 tons per year) ³ New River Solid Waste Facility, April 2022		

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property by approximately 264.63 tons per year.. It is anticipated that the proposed amendment will not adversely affect the Level of Service (“LOS”) of solid waste facilities; therefore, the impacts are acceptable.

Public School Impact

A School Capacity Review was submitted to The School Board of Alachua County (SBAC) in accordance with the City’s Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. According to the School Capacity Review report submitted to the City by the School Board of Alachua County on August 25, 2022 the students generated by the proposed development can be reasonably accommodated for the five, ten, and twenty year planning periods at the elementary, middle, and high school levels.

EXHIBIT "A"
TO BRIARWOOD PHASE 2 AND 3
FINAL PLAT
STAFF REPORT

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



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

September 20, 2022

Also sent by electronic mail to crouhier@aol.com

Craig Rouhier
Troon Development, LLC
405 Cinnamon Oak Court
Lake Mary, FL 32745

RE: Briarwood Phases 2 and 3 Construction Plans Approval

Dear Mr Rouhier:

The City of Alachua has reviewed the revised Construction Plans of Briarwood Phases 2 and 3, as submitted on and dated August 4, 2022, and has determined that the plans are in substantial conformance with the approved Preliminary Plat/Final PD Plan, Article 7, *Subdivision Standards*, of the City's Land Development Regulations (LDRs), and City construction standards. The Preliminary Plat for Briarwood was approved by the City Commission on November 4, 2019.

In accordance with Section 2.4.10(G)(4)(e) of the City's LDRs, the Construction Plans are hereby approved as of September 20, 2022.

Two approved sets of the Construction Plans will be provided to you. One approved set of the Construction Plans must be located on-site and available for inspection by City Staff while any construction-related activities associated with this Development Order are in occurrence. The second approved set of Construction Plans must serve as the project's as-built set and must be returned to the City upon completion of the project.

Section 2.4.10(G)(3)(h) of the City's LDRs establishes the period of validity for preliminary plats. The Preliminary Plat for the Briarwood subdivision is currently valid until **March 20, 2023**, which is 6 months from the date of approval of construction plans for a portion of the approved preliminary plat. In no case shall a preliminary plat be valid for a period of more than six (6) years from the original date of approval by the City Commission (**Maximum Period of Validity of the Briarwood Preliminary Plat: November 4, 2025**).

Should the Preliminary Plat for Briarwood expire, this approval of the Construction Plans for Phases 2 and 3 shall be null and void. In order to reinstate this approval, the applicant will be required to resubmit the Preliminary Plat and Construction Plans, supporting materials, fees, and re-obtain approval.

If you have any questions regarding this approval, please feel free to contact me at (386) 418-6100 x 1603.

Sincerely,



Adam Hall, AICP
Principal Planner

c: Mike DaRoza, City Manager (by electronic mail)
 Kathy Winburn, AICP, Planning & Community Development Director (by electronic mail)
 Rodolfo Valladares, P.E., Public Services Director (by electronic mail)
 Justin Tabor, AICP, Principal Planner (by electronic mail)
 Project File

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT #

APPLICATION DATE

August 1, 2022

NAME & DESCRIPTION OF PROJECT

Briarwood Phase 2 and Phase 3

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

Tax Parcel Numbers

03044-010-003

Acreage

45.16

DEVELOPMENT DATA (check all that apply)

☒ Single Family

☐ Multi Family

☐ Exempt (See exemptions on page 2)

Number of Units

145

Number of Units

Level of Review

☐ Pre-Application Conference

☐ Preliminary

☒ Final

☒ Revised

☐ Staff Administrative Review

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

EXPLANATION OF STUDENT GENERATION CALCULATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary Northwest Alachua

Middle Mebane

High Santa Fe

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	<input type="text" value="145"/>	units X 0.12 Elementary School Multiplier	<input type="text" value="17"/>	Student Stations
MIDDLE	<input type="text" value="145"/>	units X 0.06 Middle School Multiplier	<input type="text" value="9"/>	Student Stations
HIGH	<input type="text" value="145"/>	units X 0.09 High School Multiplier	<input type="text" value="13"/>	Student Stations

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	<input type="text"/>	units X 0.06 Elementary School Multiplier	<input type="text"/>	Student Stations
MIDDLE	<input type="text"/>	units X 0.03 Middle School Multiplier	<input type="text"/>	Student Stations
HIGH	<input type="text"/>	units X 0.03 High School Multiplier	<input type="text"/>	Student Stations

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

EXEMPT DEVELOPMENTS (click all that apply)

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

AUTHORIZED AGENT

Name:

Mailing Address:

Phone:

Email:

PROPERTY OWNER

Name:

Mailing Address

Phone:

Email

CERTIFICATION

PROJECT NAME : Briarwood Ph 2/3

PROJECT #:

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

☒ **Approved** based upon the following findings (see 2021-2022 Capacity Tables)

Elementary SCSA

Northwest Alachua

Capacity Required 17

- ☒ Capacity Available
☐ Capacity Available in 3 yrs
☐ Capacity Available in Adjacent SCSA

Available Capacity 394

Available Capacity

Available Capacity

Middle SCSA

Mebane

Capacity Required 9

- ☒ Capacity Available
☐ Capacity Available in 3 yrs
☐ Capacity Available in Adjacent SCSA

Available Capacity 457

Available Capacity

Available Capacity

High SCSA

Santa Fe

13

- ☒ Capacity Available
☐ Capacity Available in 3 yrs
☐ Capacity Available in Adjacent SCSA

Available Capacity 220

Available Capacity

Available Capacity

☐ **Denial** for reasons stated

Approved by

School Board Staff Certification



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

Date:

08.25.2022

City of Alachua Staff

A complete application for the development project was accepted on

Date:

July 11, 2022

Signed:

Printed Name:

Adam Hall

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 142nd 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) _____

(print) _____

DEVELOPERS/OWNERS

Troon Creek, LLC,
a Florida Limited Liability Company

By:

Craig J. Rouhier, Jr., Manager

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public, State of Florida at large

Commission No.:

Expiration: [SEAL]

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

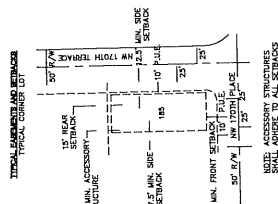
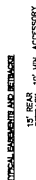
LEGAL DESCRIPTION:

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,

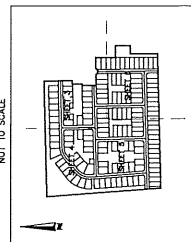
THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C39	20.00'	S46°23'48"E	28.29'	90°01'00"	31.42'
C41	20.00'	N43°32'33"E	28.28'	89°58'23"	31.41'



INDEX

PROFESSIONAL SURVEYOR AND MAPPER
 1. MONUMENT POINT
 2. DRAINAGE EASEMENT
 3. POINT OF CURVATURE
 4. POINT OF TANGENCY
 5. POINT OF BEGINNING
 6. NON-TANGENT
 7. PLAT BOOK
 8. PAGE(S)
 9. USED/DO NOT USE
 10. RECORDS BOOK
 11. RADIUS
 12. ARC LENGTH
 13. DELTA ANGLE
 14. CHORD BEARING
 15. CHORD
 16. CENTRILE
 17. SQUARE FOOTAGE OF LOT
 18. A SET OF X" x " CONCRETE
 19. MONUMENT PERM. LI #7723
 20. NAIL & WOOD LI #6670R
 21. PERMANENT CONTROL POINT (P.C.P.)
 22. CHANGE IN DIRECTION ALONG



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 6.

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

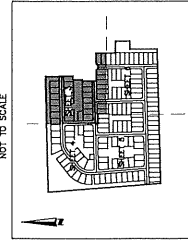
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CENTER GARDEN, FLORIDA 34787
(407) 894-5305

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1025.00'	S00°53'27"E	18.40'	101.74'	18.40'
C13	1000.00'	N02°55'27"W	17.85'	101.42'	17.85'
C14	20.00'	S43°33'42"E	23.38'	90°00'00"	31.42'
C15	20.00'	S48°25'48"W	23.38'	90°00'00"	31.42'
C16	20.00'	N43°33'12"E	23.38'	89°59'00"	31.41'
C17	20.00'	N46°23'18"W	23.38'	90°00'00"	31.42'
C28	20.00'	N46°23'18"W	23.38'	90°00'00"	31.42'
C31	20.00'	S43°33'42"E	23.38'	90°00'00"	31.42'
C34	874.00'	N00°55'27"W	17.40'	101.42'	17.40'



FOUO

- | | |
|--------|--|
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER |
| P.C.E. | POINT OF CURVATURE |
| D.C. | DRAINAGE ELEVATION |
| F.T. | FOOTING |
| P.T. | POINT OF TANGENCY |
| N.T. | NON-TANGENT |
| K.T. | KNOT |
| P.L.B. | PLAT BOOK |
| P.C. | PAGES |
| L.B. | LOCKED BUSINESS RECORDS BOOK |
| R.B. | RECORDS BOOK |
| P. | PARALLEL |
| L | ART LENGTH |
| A | DELTA ANGLE |
| H | HORIZONTAL |
| C | CURVE |
| CH | CHORD BEARING |
| | CENTERLINE |
| | SQUARE FOOTAGE OF LOT |
| 7,500' | |
| ■ | A SET 4' X 4' CONCRETE HORIZONTAL P.S.M. LB #6723 |
| ● | A SET 1/2" ROD CONCRETE PERMANENT CONTROL POINT (P.C.P.) CHANGE IN DIRECTION ALONG |



BUILDING SETBACKS:
SEE TYPICAL EASEMENT
AND SETBACKS ON SHEET

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.



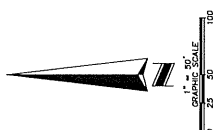
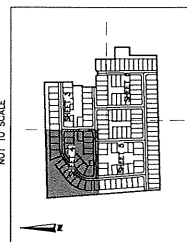
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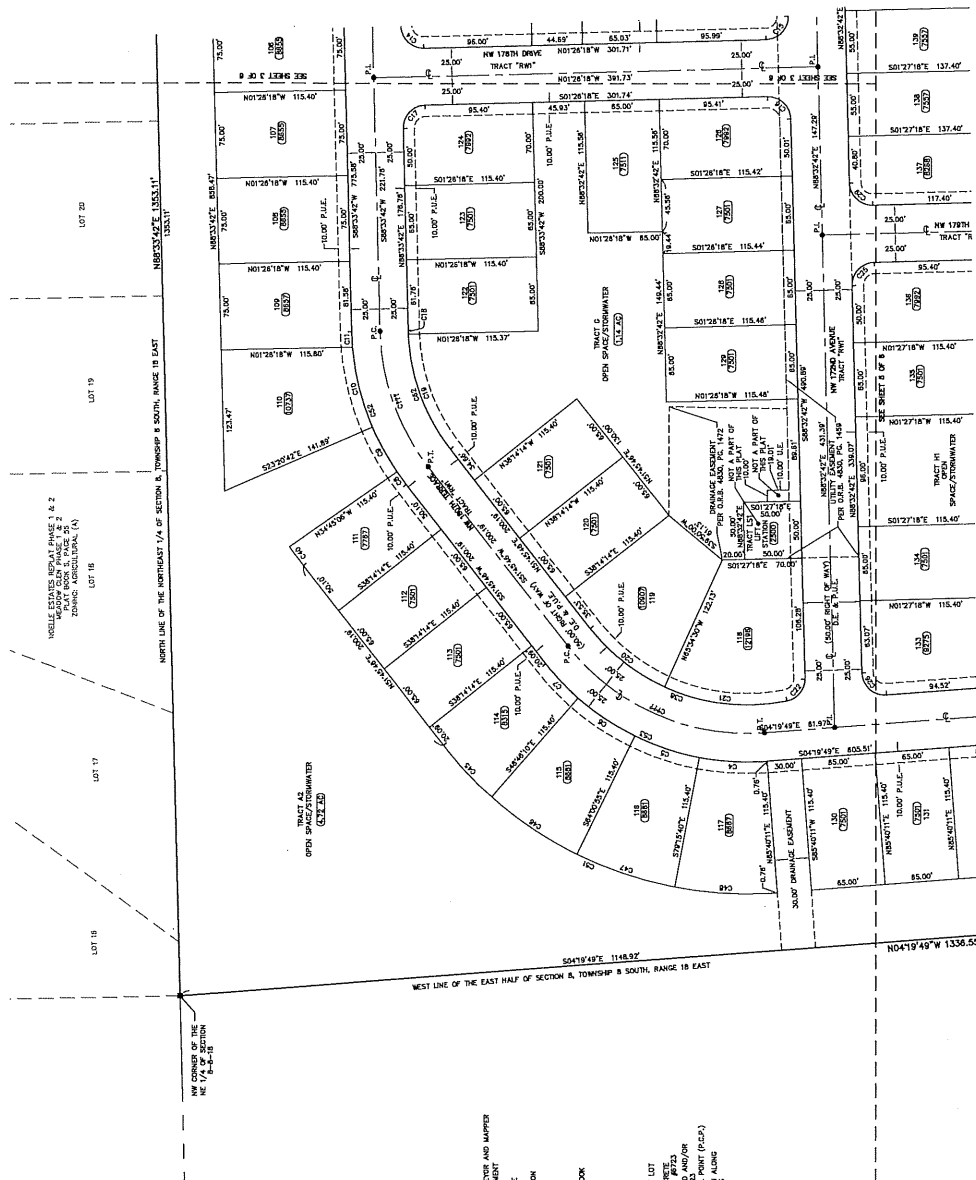
TION OF LAND LYING IN SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA,
ALACHUA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 4 OF 6

[illegible]

NOTES

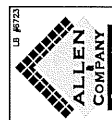
BUILDING SETBACKS:
SEE TYPICAL EASEMENT
AND SETBACKS ON SHEET 2



SECOND

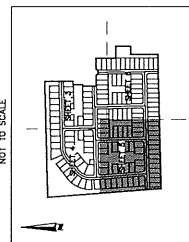
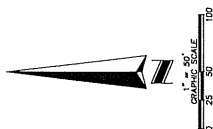
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SHEET INDEX
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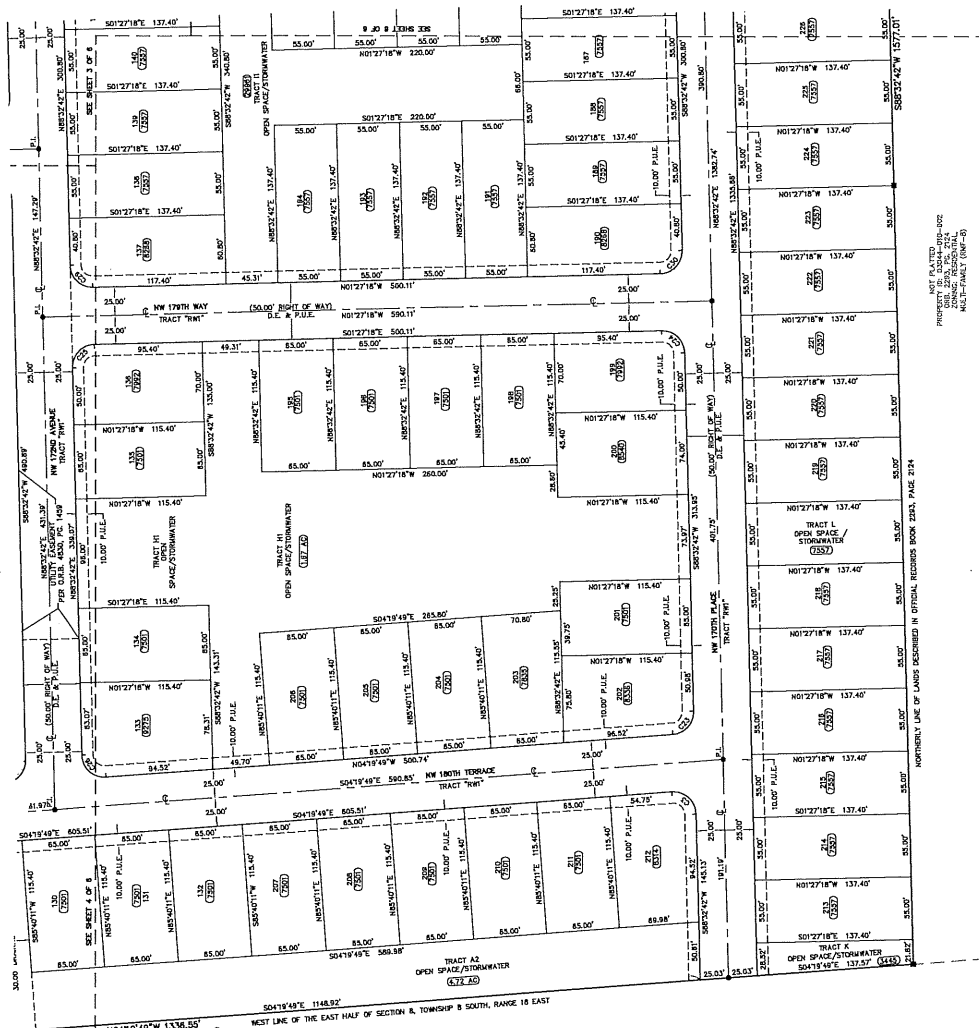


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CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	DELTA	LENGTH
C3	20.00'	N47.00°27'E	22°32'31"	32.42'
C23	20.00'	S47.93°33'E	27.35'	30.41'
C24	20.00'	N43.32°42"E	28.28'	31.42'
C34	20.00'	N46.27°16"W	28.28'	31.42'
C38	20.00'	S47.08°27"W	28.86'	32.42'
C39	20.00'	S43.32°42"E	28.28'	31.42'
C30	20.00'	S46.27°16"E	28.28'	31.42'



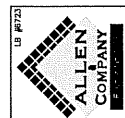
BUILDING SETBACKS:
SEE TYPICAL EASEMENT
AND SETBACKS ON SHEET 2



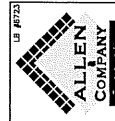
NOT PLATTED
PROPERTY ID: 03044-010-002
QNB, 2293, PG. 2124
ZONING: RESIDENTIAL
MULTI-FAMILY (RMF-B)

P.A.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.C.	PERMANENT CONTROL POINT (P.C.P.)
D.E.	DRAINAGE EASEMENT
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAY BOOK
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CH	CHORD BEARING
CL	CENTERLINE
500	SQUARE FOOTAGE OF LOT
4	A SET 4' x 4' CONCRETE
MONUMENT P.A.M. LB #9723	
MONUMENT P.A.M. LB #9723	
N.E. & 105th LB #9723	
PERMANENT CONTROL POINT (P.C.P.)	
CHANGE IN DIRECTION ALONG	

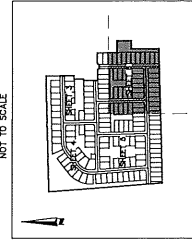
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CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C12	1023.00'	S00°53'27"E	18.40'	1°01'42"
C13	1000.00'	N00°55'27"W	17.85'	1°01'42"
C27	20.00'	S42°31'47"E	26.26'	90°00'00"
C28	20.00'	N48°21'12"E	26.35'	90°00'00"
C31	20.00'	S43°32'45"E	26.26'	90°00'00"
C32	20.00'	S48°27'12"E	26.26'	90°00'00"
C33	20.00'	N44°04'13"E	26.03'	89°57'16"
C34	975.50'	S00°53'27"W	17.56'	1°01'42"
C35	20.00'	N45°53'27"E	26.54'	89°53'42"



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 188th 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:

By: _____
Craig J. Rouhier, Jr., Manager

STATE OF FLORIDA

COUNTY OF _____

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 Craig J. Rouhier, Jr., who is (personally known to me) OR (who has produced _____ as identification).

Notary Public, State of Florida at Large

Commission No.:

Expiration: [SEAL]

**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**



**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: **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
Total Estimated Cost	\$ 4,321,066.67
Total Cost + 10% Contingency	\$ 4,753,173.34

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



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

August 1, 2022

Sent by electronic mail to tbryan@allen-company.com

Tivia Bryan
Allen and Company
16 E Plant St
Winter Garden, FL 34787

**RE: Project Assistance Team Comments for Briarwood Phase 2 and Phase 3 Final Plat -
REVISED**

Dear Ms Bryan:

On July 19, 2022 the City of Alachua received your revised and complete application for the Final Plat for Briarwood Phase 2 and Phase 3, which proposes to subdivide a ± 45.16 acre tract (Parcel 03044-010-003) into a total of 145 lots, with associated open spaces and rights-of-way. On November 4, 2021, the City Commission of the City of Alachua approved the application for the Preliminary Plat of Briarwood, which proposed to subdivide a ± 74.17 acre subject property into a total of 229 lots, with associated open space areas and right-of-way. Construction Plans for Briarwood Phases 2 and 3 have not yet been approved.

The application has been reviewed for compliance with the applicable review standards, including the approved Planned Development Ordinance, approved Preliminary Plat, the City's Comprehensive Plan and Land Development Regulations (LDRs). Based upon Staff's review, revisions must be made to the application before it will be approved. Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by 5:00 PM on **Thursday, August 11, 2022**. Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved, if any, before the item may be forwarded to the City's Planning and Zoning Board. A Project Assistance Team (PAT) meeting has been scheduled for August 1, 2022 to discuss these comments.

Please address the following insufficiencies:

Deficiencies to be Addressed

Unless otherwise noted, references to code Sections refer to City of Alachua Land Development Regulations. Where applicable, new comments are noted.

1. Plat

- a. Clarify owner's dedication. Will Troon Creek be taking title to property prior to hearing before the City Commission? Title and title opinion must reflect actual ownership and correspond with owner's information on plat.
- b. County Health Department signature not required as the subdivision will be connecting to the City's potable water and wastewater systems.
- c. Confirm lift station deed as Book 4830, Page 1485, Official Records of Alachua County. Include as part of Note 16 of Plat.

- d. Note 8 of Plat indicates that the Plat includes 144 lots, but all other documents indicate 145 lots.
 - e. Notation must be added on plat that the street stubs at western terminus of 120th Place and southern terminus of NW 167th Way will be converted to traffic calming devices. See Section 7.2.5 (D)(2).
 - f. Sheet 2 of Plat mislabels street numbers.
 - g. Line 8 of paragraph 1 of Owner's Dedication misspells "hereby".
 - h. Last line of paragraph of Owner's Dedication should read (emphasis added) - "a municipality **in** Alachua County, Florida".
 - i. Add signature block for City Attorney on plat.
 - j. Verify title of Mortgagee's Approval signature blocks (mortgage vs mortgagee).
 - k. Related off-site easements adjacent to this proposed plat must be labeled and displayed.
 - l. Paragraph 2 of Owner's Dedication states "additional rights-of-way". Clarify or remove "additional".
 - m. Add "Tract RW-1" to NW 176th Way street label on Sheet 2 and Sheet 6.
- 2. Subdividers Agreement**
- a. Applicant must provide estimate for sidewalks to be constructed in front of lots and indicate type of surety to be used in order to complete draft of Subdividers Agreement.
- 3. Public Services/ Outside Review**
- a. Applicant must address all comments issued by the City's Compliance and Risk Management Department in an email dated July 28, 2022 and attached to this letter.
 - b. Applicant must address all comments issued by Rodolfo Valladares, P.E., Public Services Director, and Tom Ridgik, P.E., Engineering Supervisor in a memo dated August 1, 2022 and attached to this letter.
 - c. Applicant must address all comments issued by eda consultants, inc in a forthcoming letter.
- 4. Completeness Review**
- a. Authorized agent form remains deficient. Submitted authorized agent form is not signed by current Property Owner of subject property and does not authorize Allen and Company to submit on behalf of the property owner.
 - b. Provide title certification for review and inspection by reviewing surveyor and City Attorney.

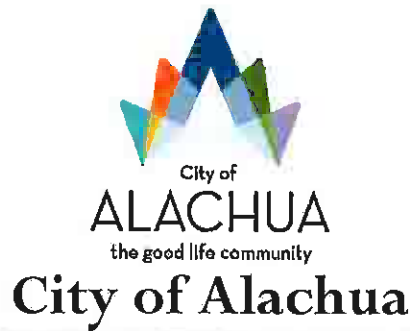
If you have any questions regarding the information above, please contact me at 386-418-6100 x 1603 or via e-mail at ahall@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,



Adam Hall, AICP
Principal Planner

cc: Kathy Winburn, AICP, Planning & Community Development Director
Justin Tabor, AICP, Principal Planner
Project File



MIKE DAROZA
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: August 01, 2022

TO: Kathy Winburn, AICP
Planning & Community Development Director

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

T12
8/1/2022

RE: Briarwood-Phases 2 & 3 – Final-Plat

Public Services has reviewed the subject project (July 11, 2022 Documents) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	<p>Sheet 1: Surveyor has identified tracts that have drainage and utility easements, and will be maintained by the Briarwood HOA. Specifically, these tracts are:</p> <p>A2, B3, F2, K1, I1, J1, K and L.</p> <p>On sheets 2-5, tracts A3, A4, J2, I2 and H1 are also designated as Open Space/Stormwater Tracts. The City assumes that the maintenance of these tracts shall also be the responsibility of the Briarwood HOA.</p> <p>If so, please add these tracts to the third paragraph of the DEDICATION and to Surveyor Note 13.</p> <p>If not, please submit an explanation.</p> <p>Please resubmit this sheet.</p>
2.	<p>Sheet 1:</p> <p>Surveyor Note 16: The design intent is to deed the lift station tract to the City. When will</p>

NO.	COMMENTS
	the Book & Page of this deed be recorded? Please either submit response or resubmit Sheet 1 with the book and page numbers filled in.
3	
4	
5	
END OF COMMENTS	

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

cc: Justin Tabor – AICP Principal Planner

Adam Hall – AICP Principal Planner

Harry Dillard – Lead Engineering Technician

Zimbira

ad_hall@cityofalachua.org

Re: Comments for Briarwood Phase 2 and 3 Final Plat

From : Grafton Wilson <gwilson@cityofalachua.org>

Thu, Jul 28, 2022 05:07 PM

Subject : Re: Comments for Briarwood Phase 2 and 3 Final Plat 2 attachments**To :** Adam Hall <ad_hall@cityofalachua.org>**Cc :** Anne-Marie DiRocco <an_dirocco@cityofalachua.org>

Adam,

I mentioned to you today, after a quick review of the proposed plat, several changes in the plat "Dedication". Included here are the changes previously mentioned along with other comments.

Substitute the following paragraph 1:

KNOW ALL MEN BY THESE PRESENTS: THAT TROON CREEK, LLC. A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "BRIARWOOD PHASES 2 AND 3", BEING IN THE CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA , HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND DECLARE AS FOLLOWS: ALL STREETS AND RIGHTS-OF-WAY, STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN AND IDENTIFIED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE CITY OF ALACHUA, FOR THE PUBLIC PURPOSES DESCRIBED AND REFLECTED ON THIS PLAT.

Substitute Paragraph 2

ALL STREETS AND RIGHTS OF WAY IDENTIFIED AS TRACT RW-1 ARE ACCEPTED AND TO BE MAINTAINED BY THE CITY OF ALACHUA. TRACTS "A2, B3, F2, G, K1, 11, J1, K AND L" ARE TO BE CONVEYED IN FEE SIMPLE BY DEED, SUBJECT TO THE NON-EXCLUSIVE STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENTS TH THE CITY OF ALACHUA SHOWN ON AND IDENTIFIED ON THIS PLAT AND FURTHER BE MAINTAINED AS LANDSCAPE, RECREATION, INGRESS, EGRESS, MAINTENANCE, DRAINAGE, AND UTILITY EASEMENTS BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC" ESTABLISHED FOR THIS COMMUNITY.

Strike Paragraph 3.

Note: All tracts identified on the Plat are not listed in the dedication (Paragraph 2).

Add:

Acknowledgement and Acceptance of HOA

The B HOA, Inc. hereby acknowledges and accepts the maintenance and other responsibilities contemplated, described and shown on this plat of Briarwood Phases 2 and 3 and as further set forth in (The Document)

.....
Signature and notary.....

Add:

City Attorney Approval block and signature line.

..cap....



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

July 28, 2022

Sent by electronic mail to tbryan@allen-company.com

Tivia Bryan
Allen and Company
16 E Plant St
Winter Garden, FL 34787

RE: Project Assistance Team Comments for Briarwood Phase 2 and Phase 3 Final Plat

Dear Ms Bryan:

On July 19, 2022 the City of Alachua received your revised and complete application for the Final Plat for Briarwood Phase 2 and Phase 3, which proposes to subdivide a ± 45.16 acre tract (Parcel 03044-010-003) into a total of 145 lots, with associated open spaces and rights-of-way. On November 4, 2021, the City Commission of the City of Alachua approved the application for the Preliminary Plat of Briarwood, which proposed to subdivide a ± 74.17 acre subject property into a total of 229 lots, with associated open space areas and right-of-way. Construction Plans for Briarwood Phases 2 and 3 have not yet been approved.

The application has been reviewed for compliance with the applicable review standards, including the approved Planned Development Ordinance, approved Preliminary Plat, the City's Comprehensive Plan and Land Development Regulations (LDRs). Based upon Staff's review, revisions must be made to the application before it will be approved. Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by 5:00 PM on **Thursday, August 11, 2022**. Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved, if any, before the item may be forwarded to the City's Planning and Zoning Board. A Project Assistance Team (PAT) meeting has been scheduled for August 1, 2022 to discuss these comments.

Please address the following insufficiencies:

Deficiencies to be Addressed

Unless otherwise noted, references to code Sections refer to City of Alachua Land Development Regulations. Where applicable, new comments are noted.

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 - i. Add signature block for City Attorney on plat.
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 - k. Related off-site easements adjacent to this proposed plat must be labeled and displayed.
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 - m. Add "Tract RW-1" to NW 176th Way street label on Sheet 2 and Sheet 6.
- 2. Subdividers Agreement**
- a. Applicant must provide estimate for sidewalks to be constructed in front of lots and indicate type of surety to be used in order to complete draft of Subdividers Agreement.
- 3. Public Services/ Outside Review**
- a. Comments issued by eda consultants, inc. are forthcoming. Once received by Staff, they will be forwarded to the applicant.
- 4. Completeness Review**
- a. Authorized agent form remains deficient. Submitted authorized agent form is not signed by current Property Owner of subject property and does not authorize Allen and Company to submit on behalf of the property owner.
 - b. Provide title certification for review and inspection by reviewing surveyor and City Attorney.

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

Sincerely,



Adam Hall, AICP
Principal Planner

cc: Kathy Winburn, AICP, Planning & Community Development Director
Justin Tabor, AICP, Principal Planner
Project File



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

July 12, 2022

Sent by electronic mail to tbryan@allen-company.com

Tivia Bryan
Allen and Company
16 E Plant St
Winter Garden, FL 34787

RE: Completeness Review: Briarwood Phase 2 and 3 Final Plat Application

Dear Tivia Bryan:

On July 11, 2022, the City of Alachua received your application for the Final Plat of Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common area, open space, and right-of-way.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application is complete, conditional upon the submission of the information as listed below. Please address the following deficiencies no later than **5:00 PM on Thursday, July 14, 2022**. If not received by that time, then the application shall be deemed to be incomplete.

The time frame and cycle for review shall be based upon the date the application is determined to be complete. If the applicant fails to respond to the identified deficiencies within forty-five (45) calendar days, the application shall be considered withdrawn.

The comments below are based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed, and the findings of the in-depth review will be discussed at a Project Assistance Team (PAT) Meeting, which will be scheduled after the application is determined to be complete.

Please address the following:

1. **Proper Application :** The submitted application uses an application for Preliminary Plat, however, the project is currently at the Final Plat stage. Please utilize the City of Alachua Application for Final Plat.
2. **Final Plat Application Section B.3, Authorized Agent:** Submitted authorized agent form is not signed by Property Owner and does not authorize Allen and Company to submit

applications on behalf of the property owner. Please provide revised Authorized Agent Form.

3. **Final Plat Attachment #2, Title Certification:** Title certification must be submitted for consideration and inspection by the reviewing surveyor and the City Attorney.
4. **Final Plat Attachment #5, Covenants and Restrictions:** Please provide copy of proposed covenants and restrictions for the proposed subdivision.
5. **Final Plat Attachment #11, Mailing Labels:** Mailing labels not provided. Please provide mailing labels for all property owners within 400' of the subject property and those person's and organizations registered with the City to receive public notice, which is available at the City's website at this location:
<https://www.cityofalachua.com/home/showpublisheddocument/535/637867287412770000>

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

Sincerely,



Adam Hall, AICP
Principal Planner

- c: Kathy Winburn, AICP, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Craig Rouhier, Jr *(by electronic mail)*
Project File