

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

Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

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

A. PROJECT

1. Project Name: HighPoint Crossing
2. Address of Subject Property: TBD
3. Parcel ID Number(s): 03049-000-000 & 03049-003-000
4. Existing Use of Property: Vacant Commercial
5. Future Land Use Map Designation : Commercial
6. Zoning Designation: Commercial Intensive (CI)
7. Acreage: +/- 14.57

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Robert Walpole, P.E. Title: President
 Company (if applicable): CHW
 Mailing address: 132 NW 76th Drive
 City: Gainesville State: Florida ZIP: 32607
 Telephone: () 352-331-1976 FAX: () _____ e-mail: walpole@chw-inc.com
3. If the applicant is agent for the property owner*:
 Name of Owner (title holder): Alachua A One, LLC
 Mailing Address: 15260 NW 147th Drive, Suite 100
 City: Alachua State: Florida ZIP: 32615

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS

Preliminary Plat Attachments:

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

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

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

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

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

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

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

Construction Plans Attachments:

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

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

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

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

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

Final Plat Attachments:

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

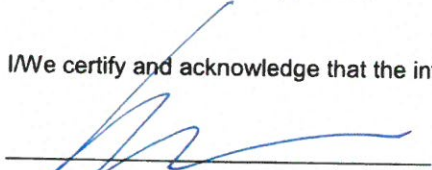
Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

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

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

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

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



 Signature of Applicant

 Signature of Co-applicant

Robert Walpole, P.E.

 Typed or printed name and title of applicant

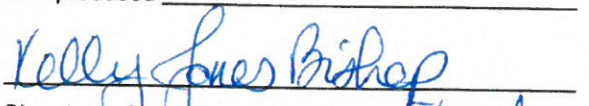
 Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 20th day of April, 2017, by Robert

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

NOTARY SEAL



 Signature of Notary Public, State of Florida



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: TBD
 Parcel ID Number(s): 03049-000-000 & 03049-003-000
 Acreage: +/- 14.57

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: James McCauley, M.D. Title: Title Manager
 Company (if applicable): Alachua A One, LLC
 Mailing Address: 15260 NW 147th Drive, Suite 100
 City: Alachua State: Florida ZIP: 32615
 Telephone: (386) 418-1222 FAX: _____ e-mail: mccauleyjmd@yahoo.com

C. AUTHORIZED AGENT

Name: Robert Walpole, P.E. Title: President
 Company (if applicable): CHW
 Mailing address: 132 NW 76th Drive
 City: Gainesville State: Florida ZIP: 32607
 Telephone: (352) 331-1976 FAX: _____ e-mail: walpole@chw-inc.com

D. REQUESTED ACTION:

Review & approval of the Preliminary Plat, Construction Plans, Final Plat & Site Plan

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

James McCauley
 Signature of Applicant

 Signature of Co-applicant

Dr. James McCauley
 Typed or printed name and title of applicant

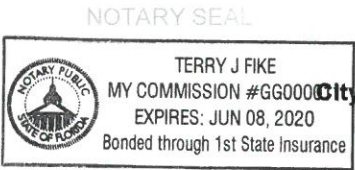
 Typed or printed name of co-applicant

State of FLORIDA County of ALACHUA

The foregoing application is acknowledged before me this 10 day of MAY, 2017, by _____

FLORIDA DL, who is/are personally known to me, or who has/have produced JAMES MCCAULEY as identification.

Terry J Fike
 Signature of Notary Public, State of FLORIDA



Detail by Entity Name

Florida Limited Liability Company
ALACHUA A ONE LLC

Filing Information

Document Number L16000217620
FEI/EIN Number NONE
Date Filed 11/30/2016
Effective Date 11/30/2016
State FL
Status ACTIVE

Principal Address

15260 NW 147TH DRIVE
SUITE 100
ALACHUA, FL 32615

Mailing Address

15260 NW 147TH DRIVE
SUITE 100
ALACHUA, FL 32615

Registered Agent Name & Address

MCCAULEY, JAMES W
15260 NW 147TH DRIVE
SUITE 100
ALACHUA, FL 32615

Authorized Person(s) Detail

Name & Address

Title MGR

MCCAULEY, JAMES W
15260 NW 147TH DRIVE SUITE 100
ALACHUA, FL 32615

Annual Reports

No Annual Reports Filed

Document Images

[11/30/2016 – Florida Limited Liability](#)

[View image in PDF format](#)

Detail by Entity Name

Florida Not For Profit Corporation
HIGHPOINT CROSSING ASSOCIATION, INC.

Filing Information

Document Number N18000002078
FEI/EIN Number NONE
Date Filed 02/22/2018
State FL
Status ACTIVE

Principal Address

15260 NW 147TH DRIVE, STE. 100
ALACHUA, FL 32615

Mailing Address

15260 NW 147TH DRIVE, STE. 100
ALACHUA, FL 32615

Registered Agent Name & Address

MCCAULEY, JAMES W
15260 NW 147TH DRIVE, STE. 100
ALACHUA, FL 32615

Officer/Director Detail

Name & Address

Title D

MCCAULEY, JAMES W
15260 NW 147TH DRIVE, STE. 100
ALACHUA, FL 32615

Title D

MCCAULEY, JOHN B
15260 NW 147TH DRIVE, STE. 100
ALACHUA, FL 32615

Title D

MCCAULEY, RITA
15260 NW 147TH DRIVE, STE. 100
ALACHUA, FL 32615

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

CONCURRENCY IMPACT ANALYSIS

To: Kathy Winburn, AICP, City of Alachua Planning Director 16-0638
From: Craig Brashier, AICP, Director of Planning
Date: August 24, 2017
RE: Highpoint Crossing

This City of Alachua Final Plat shows the platting of (1) one ±2.80 acre, non-residential development site and an additional ±11.77 acres dedicated to a drainage easement/common space, conservation/surface water area, and a roadway network that provides access from NW US HWY 441, as well as cross access, to the existing development to the west on the ±14.57-acre project site.

Only the site's non-residential development is expected to generate any impact on local transportation and utility infrastructure. No impacts are anticipated to recreation or school facilities due to the development's non-residential nature. The development for the ±2.80-acre commercial site will be a 101-room hotel. This land use will be utilized to estimate impacts for this report.

This analysis will serve as a concurrency report that intends to estimate how approval of this Final Plat will impact City of Alachua public facilities. These estimates are provided in the calculations below:

TRANSPORTATION IMPACT ANALYSIS

Table 1: Trip Generation Calculations

Land Use ¹ (ITE)	Rooms	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Hotel (ITE 310)	101	8.17	825	.52	53	.61	62
Total	-	-	825	-	53	-	62

1. Source: *ITE Trip Generation 9th Edition*

Conclusion: This use will create a minimal impact on the area's transportation infrastructure on the currently vacant site. Approval of the Final Plat is anticipated to generate an estimated **825 net daily vehicle trips** to local roadways.

Table 1a: Potential Impacts on Roadways, Segment 1 & 2

Traffic System Category	AADT	PM	AADT	PM
	Segment 1: I-75		Segment 2: I-75	
	(NCL of Alachua to US 441)		(US 441 to SCL of Alachua)	
Maximum Service Volume ¹	85,600	7,710	85,600	7,710
Existing Traffic ¹	42,505	4,463	56,476	5,930
Reserved Trips ¹	346	55	152	17
Available Capacity	42,749	3,192	28,972	1,763
Projected Trip Generation ²	413	31	412	31
Available Capacity w/ Final Plat's approval	42,336	3,161	28,560	1,732

1. Source: City of Alachua August 2017 Development Monitoring Report

2. Source: This roadway segment's projected trip distribution percentage is estimated to be ±50% for Segment 1 and ±50% for Segment 2.

Table 1b: Potential Impacts on Roadways, Segment 5

Traffic System Category	AADT	PM
	Segment 5: U.S. Hwy 441	
	(SR 235 to NCL of Alachua)	
Maximum Service Volume ¹	35,500	3,200
Existing Traffic ¹	24,411	2,319
Reserved Trips ¹	5,078	501
Available Capacity	6,011	380
Projected Trip Generation ²	825	62
Available Capacity w/ Final Plat's approval	5,186	318

1. Source: City of Alachua August 2017 Development Monitoring Report

2. Source: This roadway segment's projected trip distribution percentage is estimated to be 100% for Segment 5.

Conclusion:

Tables 1a and 1b identify specific impacts to each of the three (3) affected roadway segments. Both segments of I-75 and one segment of US 441 retain sufficient roadway capacity during both AADT and PM Peak. In fact, none of the affected roadway segments will experience a failing roadway Level of Service (LOS) as a result of the Final Plat's approval.

PUBLIC FACILITIES IMPACT ANALYSIS

Table 2: Projected Potable Water Impact

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	2,300,000
Less actual Potable Water Flows ¹	1,301,000
Reserved Capacity ¹	60,524
Residual Capacity ¹	938,476
Percentage of Permitted Design Capacity Utilized ¹	59.20%
Projected Potable Water Demand from Proposed Project ²	10,100
Residual Capacity after Proposed Project	928,376

1. Source: City of Alachua August 2017 Development Monitoring Report

2. Source: Chapter 64E-6, Florida Administrative Code; Formula: 100 gallons per day per room x 101 rooms

Conclusion

Quality: The proposed development will not negatively impact potable water quality standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection.

Quantity: The proposed development is estimated to generate **10,100 GPD** for potable water demand.

System Capacity: As calculated in Table 2, the percentage of the City's potable water system that is being utilized does not exceed 85%.

Table 3: Projected Sanitary Sewer Impact

System Category	Gallons Per Day (GPD)
Treatment Plant Current Permitted Capacity ¹	1,500,000
Less Actual Treatment Plant Flows ¹	654,000
Reserved Capacity ¹	57,964
Residual Capacity ¹	788,036
Percentage of Permitted Design Capacity Utilized ¹	47.46%
Projected Sanitary Sewer Demand from Proposed Project ²	10,100
Residual Capacity After Proposed Project	777,936

1. Source: City of Alachua August 2017 Development Monitoring Report

2. Source: Chapter 64E-6, Florida Administrative Code; Formula: 100 gallons per day per room x 101 rooms

Conclusion

Quality: The approval of this Final Plat will not negatively impact sanitary sewer quality standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection.

Quantity: The proposed Final Plat is estimated to generate **10,100 GPD** for sanitary sewer demand.

System Capacity: As calculated in Table 3, the percentage of the City's potable water system that is being utilized will not exceed 85%.

Table 4: Projected Solid Waste Impact

System Category	LBs Per Day	Tons Per Year
Existing Demand ¹	39,568.00	7,221.16
Reserved Capacity ¹	5,240.27	963.65
New River Solid Waste Facility Capacity ¹	50 years	
Solid Waste Generated By Proposed Project ²		267

1. Source: City of Alachua August 2017 Development Monitoring Report.

2. Source: Sincero and Sincero; *Environmental Engineering: A Design Approach*. Prentice Hall, New Jersey, 1996.

Formula Used: $((12 \text{ lbs.} / 1000 \text{ ft}^2/\text{day} \times 121,968 \text{ ft}^2) \times 365) / 2,000$

Conclusion

As shown in Table 4, the New River Solid Waste Facility has a 50-year capacity. The proposed development will not negatively impact the adopted solid waste LOS as the site is only expected generate **267 tons of solid waste per year**—well below the current capacity.

Stormwater

A Grading and Drainage Plan are included as part of this Final Plat which convey the site's elevation and resulting drainage to a stormwater management facility (SMF) located to the north of the proposed non-residential development site. As further detailed in this Final Plat, the SMF is consistent with LOS standards provided in the City's Comprehensive Plan Community Facilities and Natural Groundwater Aquifer Recharge Element Policy 3.1.a as well as the Suwannee River Water Management District standards and requirements.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

To: Kathy Winburn, AICP, City of Alachua Planning Director 16-0638
From: Craig Brashier, AICP, Director of Planning
Date: August 24, 2017
RE: Highpoint Crossing

This City of Alachua Final Plat illustrates the platting of (1) one ±2.80 acre, non-residential development site and an additional ±11.77 acres dedicated to a drainage easement/common space, conservation/surface water, and a roadway network that provides access from NW US HWY 441, as well as cross access, to the existing development to the west on the ±14.57 acre project site.

This analysis will serve as a consistency report that will document how this Final Plat is consistent and complies with specific Comprehensive Plan Goals, Objectives, and Policies. The Comprehensive Plan language is provided in plain text and the consistency statement is provided in **bold** text.

Future Land Use Element

Objective 1.3: Commercial

The City of Alachua shall establish three commercial districts: Community Commercial, Commercial and Central Business District. These districts shall provide a broad range of retail sales and services, as well as office uses, in order to provide for the availability of goods and services, both to the citizens of Alachua and to the citizens of the North Central Florida region.

This Final Plat is consistent with Objective 1.3 of the City's Comprehensive Plan in order to provide goods and services within the City of Alachua, the County, and the greater North Central Florida Region.

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

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

The parent tax parcel (3049-000-000) currently possesses (3) three Future Land Use designations including Moderate Density Residential (MOD), Medium Density Residential (MED), and Commercial (COMM). This Final Plat shows the subdivision of parent parcel 3049-000-000 to plat a commercial development site that falls under a portion of the parent parcel's Commercial FLU section along Interstate-75. Thus, this commercial development site is consistent with the permitted uses found in Policy 1.3.b of the City of Alachua Comprehensive Plan.

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

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

As indicated in this Final Plat, the commercial development will be accessible from the western portion of the site that connects to future sites via a proposed four-way roundabout located within the parent parcel that will also provide access to NW US HWY 441. The roadway will also be stubbed out to the adjacent parcel to the west.

2. Buffering from adjacent existing/potential uses;

This Final Plat shows that the site meets or exceeds the buffering minimums required by the City of Alachua as per the requirements found within the City's Land Development Regulations Table 6.2-1. The specific buffers, if required, are shown in this plat.

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

The submitted Final Plat is consistent with this performance standard. This plat shows that ±8.61 acres are dedicated to onsite open space and as a result, do not create inconsistencies with the City's open space requirements or maximum F.A.R.

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

This Final Plat illustrates the proposed development's consistency with this performance standard. The subdivision shown in this Final Plat will not negatively impact the site's current drainage system. This Final Plat illustrates that water drainage will be mitigated by the proposed ±5.82 acre stormwater management facility.

5. Placement of signage;

This level of detail is shown within the Final Plat and is consistent with the City of Alachua's Land Development Regulations.

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

This level of detail is illustrated in the Final Plat and is consistent with the City of Alachua's Land Development Regulations.

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

The Final Plat is consistent with this performance standard. As seen on this plat, the site proposes internal roadways between various sections of the parent parcel and the intended commercial development site via a four-way roundabout. This plat meets the City's required safety standards for onsite circulation patterns.

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

This Final Plat meets the required landscaping standards found within the City's Comprehensive Plan and Land Development Regulations. Landscape plans are part of the approved construction plans for the project site.

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

The site's topographic information can be seen on the CHW Topographic Survey submitted with this Final Plat. The site currently possesses ±2.79 acres of FEMA Flood Zone and an existing area of surface water that is set aside as a conservation area not to be developed as discussed within this Final Plat. As such, the project's stormwater management facility adheres to §6.9.3 of the LDR.

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

No performance based zoning requirements are planned to be proposed for this site in order to attain an acceptable design.

11. Commercial uses shall be limited to an intensity of less than or equal to .50 floor area ratio for parcels 10 acres or greater, .50 floor area ratio for parcels less than 10 acres but 5 acres or greater, a .75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio to parcels 1 acre or less.

The Final Plat is consistent with this performance standard. The ±2.80 acre site shown in this plat illustrates that the development does not exceed the maximum 0.75 F.A.R. outlined in this policy.

Policy 1.3.e: The creation/promotion of strip pattern commercial development shall be discouraged. Infill within established commercial areas is preferred over extension of a strip commercial pattern. Extension of a commercial land use designation may be considered in circumstances where the proposed commercial parcel is located within a block in which at least fifty percent (50%) of the block face (in linear feet) is either currently developed with commercial land uses or is designated for commercial use. In either case, the proposed commercial land use extension shall not encroach into a residential area. Judging the suitability of a location for an extension of commercial land uses shall be based upon the following minimum criteria:

The project site currently possesses a Commercial (COMM) FLU Designation and is within a Commercial Intensive (CI) Zoning District. This Final Plat does not request an extension of the site's existing FLU or zoning designation. The project site will be developed in a previously vacant area that features a FLU and zoning designation appropriate for the commercial developments' intended use.

1. Impacts upon traffic circulation should be anticipated and mitigated through the reservation of right-of-way for road widening and marginal access streets. Access points for commercial complexes shall seek to minimize points of conflict by utilizing frontage roads, providing cross access between parcels or installing shared use curb cuts for access driveways to the maximum extent feasible

As illustrated in this Final Plat, the development allows for site access to NW US HWY 441 via a proposed roadway network. The roadway will be stubbed-out to the west to create cross-access that will eventually allow access via the traffic light at NW 167th Blvd. Impacts upon traffic circulation will be anticipated and mitigated as shown in this Final Plat.

2. Setbacks and landscaped or other appropriate buffers shall be established to mitigate the visual impacts of commercial development.

This Final Plat shows that the site meets or exceeds the setback and buffering minimums required by the City's Land Development Regulations Tables 5.1-3. and 6.2-1 respectively.

3. A sidewalk or bicycle path shall be required where appropriate, to provide convenient access to surrounding residents and to reduce traffic volumes on the roadways.

As indicated by this Final Plat for the project site, the intended roadway will provide for sidewalks along the entire length of the internal roadway—allowing for multi-modal access to the proposed commercial development.

Policy 1.3.f: The City of Alachua shall pursue the establishment of activity centers to guide the placement and design of commercial and business areas. 1. The City of Alachua shall maintain a Gateway Activity Center at the interchange of US 441 and Interstate 75. The boundaries of the Gateway Activity Center shall be based on the Generalized US 441/I-75 Activity Center Map provided in the Future Land Use Map Series. The intent of this activity center is to welcome existing and future residents and visitors to the City of Alachua, and to promote Alachua as an attractive, vibrant, and economically prosperous community.

The project site is currently located in the Gateway Activity Center. Approval of this Final Plat will assist the City of Alachua in promoting the area as an attractive, vibrant, and economically prosperous community by permitting additional infill commercial development.

Objective 2.4: Landscaping and Tree Protection Standards:

The City shall adopt landscaping and tree protection standards in order to achieve the aesthetic design values of the community and preserve tree canopies, as well as specimen protected, heritage and champion trees.

Policy 2.4.a: Landscaping: General – The City shall require landscaping plans to be submitted with each nonresidential and multiple family residential site plan. The minimum landscaped area shall be 30% of the development site. Landscaping designs shall incorporate principles of xeriscaping, where feasible. The City shall develop a list of preferred planting materials to assist in the landscape design. Landscape plans shall include perimeter and internal site landscaping.

Landscape plans, which are consistent with Policy 2.4.a, are part of the approved construction plans for the project site.

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

This Final Plat shows that the site meets or exceeds the buffering minimums required by the City of Alachua as per the requirements found within the City’s Land Development Regulations Table 6.2-1.

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

The ±8.61 acres of open space shown in this Final Plat far surpass the mandatory 10% open space requirement.

Objective 4.1 Infill development:

Infill development shall be encouraged in order to protect the unique character of existing neighborhoods and commercial developments, provide for a safe urban environment, increase densities in a manner compatible with existing uses, provide open spaces, and restore or maintain economic vitality and cultural diversity.

This project site is at the I-75/US-441 interchange. Onsite development is commercial infill within the City of Alachua. This proposed commercial facility is consistent with the City of Alachua’s Future Land Use Map and Official Zoning Atlas. The site’s future development is also consistent with the City’s open space requirement and increases the local density of commercial uses in a safe, urban environment. This commercial project site will be a perfect example of generating economic vitality consistent with the City of Alachua’s unique business climate. The commercial site discussed in this Final Plat represents an expansion of economic vitality via a commercial development within city limits. The site will become a hub of local employment for the City of Alachua and County constituents. Approval of this Final Plat for a commercial site will further expand the City’s bustling contemporary business climate.

GOAL 5: Development Standards: The City shall include provisions through its comprehensive plan amendment process, development review process and in its land development regulations for development standards that address natural features and availability of facilities and services. These development standards will strive to protect natural resources and public facility resources while allowing for innovative and flexible development patterns.

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

The site’s topographic information can be seen on the CHW Topographic Survey submitted as part of this Final Plat. The site currently possesses ±2.79 acres of FEMA Flood Zone and an existing area of surface water that is set aside as open space not to be developed as shown on this Final Plat. As such, stormwater management standards adheres to §6.9.3 of the LDR. The alteration of existing native vegetation and the natural function of seepage slopes will be limited throughout the development 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, minimum flood elevations shall be surveyed and established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans. The City shall establish standards for a limitation on filling in flood prone areas.

The site's topographic information can be seen on the CHW Topographic Survey submitted with this report. The site currently possesses ±2.79 acres of FEMA Flood Zone and surface water that is set aside as a conservation area not to be developed as shown on this Final Plat. As such, stormwater management standards adheres to §6.9.3 of the LDR. The alteration of existing native vegetation and the natural function of seepage slopes will be limited throughout the development process.

Objective 5.2: Availability of facilities and services:

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

Policy 5.2.a: All new development shall meet level of service requirements for roadways, potable water and sanitary sewer, stormwater, solid waste, and improved recreation in accordance with LOS standards adopted in the elements addressing these facilities.

The accompanying Concurrency Impact Analysis report indicates that the proposed non-residential facility will not negatively impact the City's adopted levels of service for transportation, potable water, sanitary sewer, and solid waste.

Vision 2020

Goal One: Economic Development

The City of Alachua has a unique business climate. The City is home to corporations, technology incubators, local businesses, and start-up companies. The City will maintain its focus on a welcoming business environment and encourage business development in the downtown area and along the U.S. 441 corridor. Alachua desires to continue to be a home to innovative businesses and an employment center where jobs are provided at every level. The City will continue to encourage the growth and development of established industries, such as biotechnology, and encourage the diversification and expansion of commercial businesses which provide integral services to the City's residents.

This commercial project site is a perfect example of generating economic vitality consistent with the City of Alachua's unique business climate. The site represents an expansion of economic vitality via a commercial development within city limits. The site will become a hub of local employment for the City of Alachua and County constituents. Approval of this Final Plat for a commercial site will further expand the City's bustling contemporary business climate.

Economic Element

GOAL 1: To emphasize economic principles consistent with the City's Vision that support the prosperity of the community and enhance its quality of life.

This commercial project site is a perfect example of generating economic vitality consistent with the City of Alachua's unique business climate. The site represents an expansion of economic vitality via a commercial development within city limits. The site will become a hub of local employment for the City of Alachua and County constituents. Approval of this Final Plat for a commercial site will further expand the City's bustling contemporary business climate.

Community Facilities and Natural Groundwater Aquifer Recharge Element

GOAL 1: Wastewater

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

- Policy 1.1.d: The City hereby establishes the following level of service standards for sanitary sewer facilities:
- a. Quality: Compliance with all applicable standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP).
 - b. Quantity: System-wide wastewater collection and treatment will be sufficient to provide a minimum of 250 gallons per day per equivalent residential unit (ERU) on an average annual basis. Plant expansion shall be planned in accordance with F.A.C. 62-600.405, or subsequent provision. This level of service standard shall be reevaluated one year from the adoption date for the amended Plan.
 - c. System capacity: If the volume of existing use in addition to the volume of the committed use of the City's wastewater facility reaches 85% of the permitted capacity design, no further development orders for projects without reserved capacity will be issued until additional capacity becomes available or funds to increase facility capacity are committed in accordance with a development agreement.

The nearest wastewater line is located southwest of the project site along the northern portion of NW US HWY 441. Wastewater is also located south of the project site on the southern side of 441 as well. As a result, connection to adjacent wastewater lines are permitted and will be extended to the site from NW US HWY 441. Concurrency with public facilities are examined further in the Concurrency Analysis provided with this Final Plat's submittal.

GOAL 3: Stormwater

Develop and maintain a stormwater management system that minimizes flooding, protects, preserves and enhances desirable water quality conditions, and, where possible, preserves and utilizes existing natural features.

Policy 3.1.a: The City hereby establishes the following water quantity and quality level of service standards for drainage facilities:

For all projects which fall totally within a stream, or open lake watershed, detention systems must be installed such that the peak rate of postdevelopment runoff will not exceed the peak-rate of pre-development runoff for storm events up through and including either:

1. A design storm with a 10-year, 24-hour rainfall depth with Soil Conservation Service type II distribution falling on average antecedent moisture conditions for projects serving exclusively agricultural, forest, conservation, or recreational uses; or
2. A design storm with 100-year critical duration rainfall depth for projects serving any land use other than agricultural, silvicultural, conservation, or recreational uses.
3. The LOS standard for water quality treatment shall be treatment for the "first one inch" of runoff, and compliance with the design and performance standards established in Chapter 40C-42.025, FAC, and 42.035, FAC to ensure that the receiving water quality standards of Chapter 62.302.500, FAC are met and to ensure their water quality is not degraded below the minimum conditions necessary to maintain their classifications as established in Chapter 62-302, FAC. These standards shall apply to all new development and redevelopment and any exemptions, exceptions or thresholds in these citations are not applicable. Infill residential development within improved residential areas or subdivisions existing prior to the adoption of this comprehensive plan, must

ensure that its post-development stormwater runoff will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.

The project site will remain consistent with the City of Alachua's stormwater Level of Service Standards. This Final Plat shows that a stormwater facility will be constructed along Interstate-75. Stormwater concurrency is examined further in the Concurrency Analysis provided with this document's submittal.

GOAL 4: Potable water

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

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:

3. A water main exists within ¼ 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.

Policy 4.1.c: The City establishes the following level of service standards for potable water

1. Quality: Compliance with all applicable standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection.
2. Quantity: System-wide potable water distribution and treatment will be sufficient to provide a minimum of 275 gallons per day per equivalent residential unit (ERU) on an average annual basis. Plant expansion shall be planned in accordance with Florida Administrative Code.
3. System Capacity: If the volume of existing use in addition to the volume of the committed use of the City's potable water facility reaches 85% of the permitted design capacity, no further development orders or permits for projects without reserved capacity will be issued until additional capacity becomes available or funds to increase facility capacity are committed in accordance with a development agreement.

The nearest potable water line is located southwest of the project site along the northern portion of NW US HWY 441. Potable water is also located south of the project site on the southern side of 441 as well. As a result, connection to adjacent potable water lines are permitted and will be extended to the site from NW US HWY 441 and/or from the existing development the west of the project site. Concurrency with public facilities is examined further in the Concurrency Impact Analysis provided with this document's submittal and in the calculations provided in this Final Plat.

L:\2016\16-0638\Planning\Reports\HighPoint_Final Plat\RPT_170824_HighPoint_Final Plat_Consistency_REVISED.docx



First American Title Insurance Company
3600 NW 43rd Street, Suite A2
Gainesville, FL 32606
Phone: (352)372-0474
Fax: (352)372-7552

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

FATIC File No.: 1068-3799027

A search of the Public Records of Alachua County, Florida, through August 28, 2017 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of Highpoint Crossing (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated December 21, 2016 and recorded December 30, 2016 in Official Records Book 4485, Page 971, Public Records of Alachua County, Florida.

B. The record title holder is Alachua A One, LLC, a Florida limited liability company .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of Highpoint Crossing .

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

Commercial Real Estate Mortgage recorded in Book 4485, Page 976
Assignment of Leases and Rents recorded in Book 4485, Page 984

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

Easement recorded in Book 1714, Page 2713

F. Other information regarding said property includes:

None

G. 2016 Ad valorem taxes on said property are paid for Tax Parcel I. D. Number 03049-000-000 and 03049-003-000.

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

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the City Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose.

First American Title Insurance Company

By: 
Authorized Signatory

Exhibit "A"

Phase 1

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

FOR POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}42'41''$ WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1166.41 FEET TO A POINT LOCATED AT THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (300' WIDE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5579.58 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH $08^{\circ}28'51''$ EAST, 2727.31 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $28^{\circ}17'34''$, AN ARC DISTANCE OF 2755.22 FEET TO THE END OF SAID CURVE; THENCE SOUTH $05^{\circ}40'35''$ WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 473.49 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH $05^{\circ}40'35''$ WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 204.11 TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 894.93 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $29^{\circ}37'45''$ WEST, 341.91 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $22^{\circ}01'31''$, AN ARC LENGTH OF 344.02 FEET TO THE END OF SAID CURVE; THENCE SOUTH $40^{\circ}38'30''$ WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.80 FEET TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 507.63 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $34^{\circ}41'44''$ WEST, 107.59 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $12^{\circ}09'59''$, AN ARC LENGTH OF 107.79 FEET TO THE END OF SAID CURVE; THENCE SOUTH $28^{\circ}38'52''$ WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.37 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1582, PAGE 1576 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, NORTH $77^{\circ}53'37''$ WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 252.80 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH $22^{\circ}36'20''$ EAST, A DISTANCE OF 224.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 770.00, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $77^{\circ}06'05''$ WEST, 251.97 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}50'01''$, AN ARC DISTANCE OF 253.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH $52^{\circ}47'58''$ WEST, 130.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $81^{\circ}21'53''$, AN ARC DISTANCE OF 142.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $12^{\circ}07'01''$ WEST, A DISTANCE OF 300.32 FEET TO THE NORTHERLY RIGHT OF WAY OF US HIGHWAY NO. 441; THENCE NORTH $77^{\circ}41'45''$ WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH $12^{\circ}07'01''$ EAST, A DISTANCE OF 318.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $41^{\circ}21'31''$ WEST, 32.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $106^{\circ}57'04''$, AN ARC DISTANCE OF 37.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $85^{\circ}06'29''$ WEST, A DISTANCE OF 104.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH $83^{\circ}40'52''$ WEST, 22.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}42'55''$, AN ARC DISTANCE OF 22.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH $81^{\circ}19'24''$ WEST, A DISTANCE OF 76.62 FEET; THENCE SOUTH $83^{\circ}30'58''$ WEST, A

DISTANCE OF 50.25 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4076, PAGE 2345, OF SAID PUBLIC RECORDS; THENCE NORTH 01°51'21" WEST, ALONG SAID EAST LINE, A DISTANCE OF 50.16 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 45.24 FEET; THENCE NORTH 81°19'24" EAST, A DISTANCE OF 75.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST, 26.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°42'55", AN ARC DISTANCE OF 26.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 975.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 84°42'58" EAST, 45.01 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°38'43", AN ARC DISTANCE OF 45.02 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 157.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°45'44" EAST, 182.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°15'44", AN ARC DISTANCE OF 195.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'47" EAST, 228.20 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°35'50", AN ARC DISTANCE OF 228.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°46'32" EAST, 364.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°54'21", AN ARC DISTANCE OF 367.04 FEET TO THE END OF SAID CURVE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.09 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1040.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 13°40'01" WEST, 399.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°07'23", AN ARC DISTANCE OF 401.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°25'22" WEST, 210.88 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC DISTANCE OF 211.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 45.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 39°11'36" EAST, 37.47 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°37'15", AN ARC DISTANCE OF 42.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 830.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 79°05'01" EAST, 328.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°50'24", AN ARC DISTANCE OF 330.87 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 183.17 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 208.62 FEET; THENCE NORTH 09°31'10" EAST, A DISTANCE OF 293.35 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 640.55 FEET TO THE **POINT OF BEGINNING.**

ARTICLES OF INCORPORATION
OF
HIGHPOINT CROSSING ASSOCIATION, INC.

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

ARTICLE I

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

ARTICLE II
DURATION

The corporation shall exist perpetually.

ARTICLE III

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

ARTICLE IV

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

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
SUBSCRIBERS

The name and address of the subscriber is:

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

ARTICLE VII
BOARD OF DIRECTORS

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

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

ARTICLES VIII
OFFICERS

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

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

ARTICLE IX MEMBERSHIP

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

ARTICLE X VOTING RIGHTS

The Association shall have two classes of voting membership:

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

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

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

ARTICLES XI AMENDMENTS

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

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

ARTICLE XII
DISSOLUTION

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

ARTICLE XIII
AMENDMENTS TO BY-LAWS

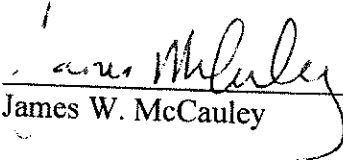
The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of all class members existing at the time of and present at such meeting except that the initial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

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

ARTICLE XIV
DISSOLUTION OF ASSOCIATION
SURFACEWATER MANAGEMENT SYSTEM

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

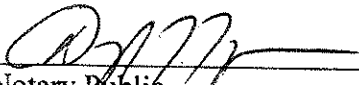
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of the Association, have executed these Articles of Incorporation this 21st day of February 2018.


James W. McCauley

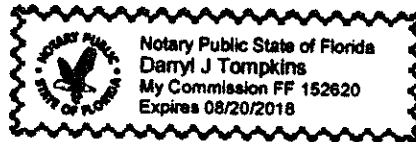
STATE OF FLORIDA
COUNTY OF ALACHUA

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

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



Notary Public
My Commission Expires: 8/20/2018



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

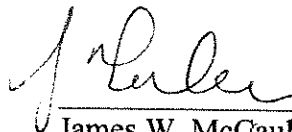
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

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

ACKNOWLEDGMENT

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


James W. McCauley
Registered Agent

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

EXHIBIT "C"

BY-LAWS

OF

HIGHPOINT CROSSING ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE III MEETING OF MEMBERS

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

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

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

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

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

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

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

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

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

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VI MEETING OF DIRECTORS

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

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

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

c. as more fully provided in the Declaration to:

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

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

days in advance of each annual assessment period; and

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

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

e. cause the Common Area and to be maintained.

ARTICLES VIII OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

President

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

Vice President

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

Secretary

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

Treasurer

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

ARTICLE IX COMMITTEES

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

ARTICLE X BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

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

ARTICLE XII
CORPORATE SEAL

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

ARTICLE XIII
AMENDMENTS

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

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

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

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

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

ARTICLE XIV
CONFLICTS

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

ARTICLE XV
MISCELLANEOUS

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

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

James W. McCauley

John Bernard McCauley

Rita McCauley

CERTIFICATION

I, the undersigned, do hereby certify:

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

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

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

Rita McCauley

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

HIGHPOINT CROSSING

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

WITNESSETH

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

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

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

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

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

hereinafter created.

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

ARTICLE I
Definitions

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

a. "Association" shall mean and refer to Highpoint Crossing Association, Inc., a Florida corporation not for profit, or its successors and assigns.

b. "Board of Directors" shall mean and refer to the Board of Directors for Highpoint Crossing Association, Inc., a Florida corporation not for profit, or its successors and assigns.

c. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the BYLAWS, and the Articles of Incorporation of the Association.

d. "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any easements reserved or created by the Declarant as set forth in this Declaration or otherwise conveyed to the Association.

e. "The Declarant" shall mean and refer to Alachua A One, LLC, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. "Lot" shall mean an individual parcel of property on which one or more buildings may be constructed.

g. "Member" shall mean and refer to each Owner who is a member of the Association.

h. "Plat" shall mean and refer to the plat of Highpoint Crossing recorded at Plat Book

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

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

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

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

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

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

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

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

Section 4. Annexation of Additional Property.

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

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

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

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

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

ARTICLE III **Property Rights**

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

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

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

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

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

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

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

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

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

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

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

the flow of drainage.

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

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

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

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

ARTICLE IV
Insurance and Casualty Losses

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

ARTICLE V
Covenant for Maintenance Assessments

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

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

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

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

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

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

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

Section 3. Determination of Assessments.

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

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

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

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

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

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

Section 4. Special Assessments.

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

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

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates.

The annual assessments provided for herein as to the Property shall be due and payable quarterly, in advance.

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

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

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

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

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

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

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

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

ARTICLE VI **Architectural Control**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII Maintenance

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

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

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

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

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

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

ARTICLE VIII **Restrictive Covenants**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX **Amendment by Declarant**

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

ARTICLE X **Additional Covenants and Restrictions**

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

ARTICLE XI **Amendment**

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

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

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

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

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

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

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

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

ARTICLE XII **Duration and Termination**

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

ARTICLE XIII **Enforcement**

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

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

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

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

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

ARTICLE XIV **Miscellaneous**

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

DECLARANT:

ALACHUA A ONE, LLC

Printed Name: _____

BY: _____
JAMES W. MCCAULEY
MANAGER

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF ALACHUA**

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

NOTARY PUBLIC STATE OF FLORIDA
Printed Name: _____
My Commission Expires: _____

CONSENT AND SUBORDINATION

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

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

Signed, sealed and delivered
in the presence of:

LENDER:
Citizens State Bank

Witnesses:

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ as _____ of Citizens State Bank. He/She is personally known to me or has produced _____ driver license as identification and did take an oath.

NOTARY PUBLIC
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description to be provided

See attached sketch



HIGHPOINT CROSSING SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

DESCRIPTION

PROPOSED HIGHPOINT CROSSING OVER THE ALACHUA RIVER IN THE CITY OF ALACHUA, FLORIDA. THE PROPOSED CROSSING IS TO BE CONSTRUCTED AS A CONCRETE ARCH BRIDGE WITH A SPAN OF 100 FEET. THE BRIDGE IS TO BE LOCATED AT THE INTERSECTION OF THE ALACHUA RIVER AND THE HIGHPOINT ROAD. THE BRIDGE IS TO BE DESIGNED TO CARRY A LOAD OF 10,000 POUNDS PER LINEAL FOOT. THE BRIDGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BRIDGE CODES AND STANDARDS. THE BRIDGE IS TO BE DESIGNED TO LAST FOR A MINIMUM OF 50 YEARS. THE BRIDGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BRIDGE CODES AND STANDARDS. THE BRIDGE IS TO BE DESIGNED TO LAST FOR A MINIMUM OF 50 YEARS.

LEGEND

- 1" = 10' HORIZONTAL SCALE
- 1" = 10' VERTICAL SCALE
- 1" = 10' HORIZONTAL SCALE
- 1" = 10' VERTICAL SCALE

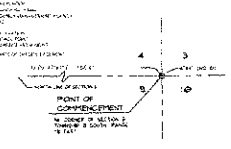
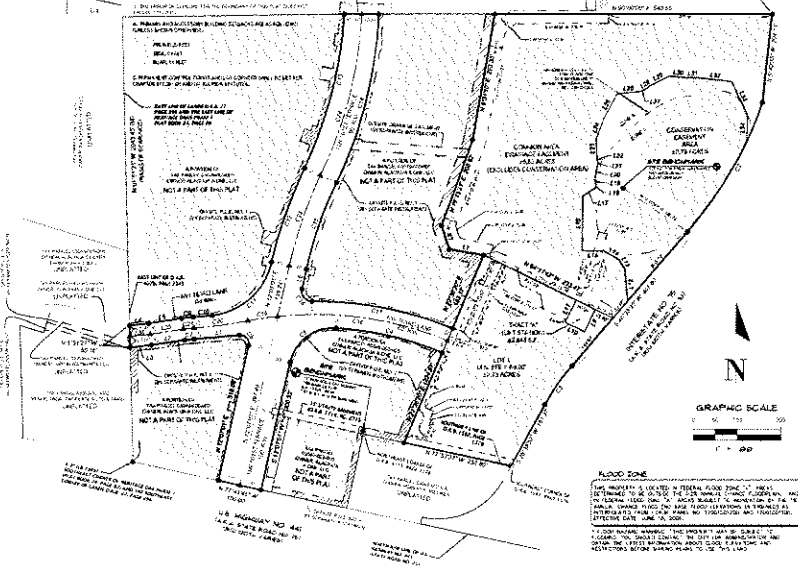


VICINITY MAP

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE RIVER, UNLESS OTHERWISE SPECIFIED.

SURVEYOR'S NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE RIVER, UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE RIVER, UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE RIVER, UNLESS OTHERWISE SPECIFIED.



LINE DATA TABLE

LINE NO.	START POINT	END POINT	LENGTH	BEARING
1
2
3
4
5
6
7
8
9
10

CURVE DATA TABLE

LINE NO.	START POINT	END POINT	LENGTH	BEARING	CURVE DATA
1
2
3
4
5
6
7
8
9
10

GRAPHIC SCALE

1" = 10'

FLOOD ZONE

THE BRIDGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BRIDGE CODES AND STANDARDS. THE BRIDGE IS TO BE DESIGNED TO LAST FOR A MINIMUM OF 50 YEARS. THE BRIDGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BRIDGE CODES AND STANDARDS. THE BRIDGE IS TO BE DESIGNED TO LAST FOR A MINIMUM OF 50 YEARS.

OWNER'S CERTIFICATION AND DECLARATION

I, THE UNDERSIGNED, OWNER OF THE PROPERTY SHOWN ON THIS PLAT, HEREBY CERTIFY AND DECLARE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HEREBY AUTHORIZE THE ENGINEER TO PREPARE THIS PLAT AND TO MAKE ANY NECESSARY CORRECTIONS THEREON. I HEREBY AUTHORIZE THE ENGINEER TO MAKE ANY NECESSARY CORRECTIONS THEREON. I HEREBY AUTHORIZE THE ENGINEER TO MAKE ANY NECESSARY CORRECTIONS THEREON.

ACKNOWLEDGMENT - STATE OF FLORIDA, COUNTY OF ALACHUA

I, THE UNDERSIGNED, COUNTY CLERK OF ALACHUA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

NOTARIES APPROVAL

I, THE UNDERSIGNED, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF FLORIDA AND THAT I AM QUALIFIED TO TAKE OATHS AND ADMINISTER EVIDENCE. I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

ACKNOWLEDGMENT - CITY OF ALACHUA, COUNTY OF ALACHUA

I, THE UNDERSIGNED, CITY CLERK OF ALACHUA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

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

I, THE UNDERSIGNED, CITY COMMISSIONER OF THE CITY OF ALACHUA, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

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

I, THE UNDERSIGNED, ATTORNEY FOR THE CITY OF ALACHUA, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED, COUNTY HEALTH DEPARTMENT, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

RECEIVED AND FILED

I, THE UNDERSIGNED, COUNTY CLERK OF ALACHUA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, ENGINEER, DO HEREBY CERTIFY THAT I AM A LICENSED ENGINEER IN THE STATE OF FLORIDA AND THAT I AM QUALIFIED TO PREPARE THIS PLAT. I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS DATE.

EXHIBIT "B"

State of Florida



Department of State

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

The document number of this corporation is N18000002078.

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



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

DATE: May 17, 2017
CLIENT: Dr. James McCauley
PROJECT NO: 16-638
DESCRIPTION FOR: Design Plat – Phase 1

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

FOR POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89°42'41" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1166.41 FEET TO A POINT LOCATED AT THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (300' WIDE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5579.58 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 08°28'51" EAST, 2727.31 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°17'34", AN ARC DISTANCE OF 2755.22 FEET TO THE END OF SAID CURVE; THENCE SOUTH 05°40'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 473.49 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 05°40'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 204.11 TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 894.93 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°37'45" WEST, 341.91 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 22°01'31", AN ARC LENGTH OF 344.02 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°38'30" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.80 FEET TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 507.63 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°41'44" WEST, 107.59 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 12°09'59", AN ARC LENGTH OF 107.79 FEET TO THE END OF SAID CURVE; THENCE SOUTH 28°38'52" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.37 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1582, PAGE 1576 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THE DEPARTING SAID WESTERLY RIGHT OF WAY, NORTH 77°53'37" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 252.80 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 22°36'20" EAST, A DISTANCE OF 224.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 770.00, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 77°06'05" WEST, 251.97 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°50'01", AN ARC DISTANCE OF 253.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°47'58" WEST, 130.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC DISTANCE OF 142.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 300.32 FEET TO THE NORTHERLY RIGHT OF WAY OF US HIGHWAY NO. 441; THENCE NORTH 77°41'45" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 318.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°21'31" WEST, 32.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC DISTANCE OF 37.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85°09'57" WEST, A DISTANCE OF 67.40 FEET TO THE BEGINNING OF A CURVE

CONCAVE NORTHERLY, HAVING A RADIUS OF 1025.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 89°09'58" WEST, 185.74 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°23'48", AN ARC DISTANCE OF 185.99 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4076, PAGE 2345, OF SAID PUBLIC RECORDS; THENCE NORTH 01°51'21" WEST, ALONG SAID EAST LINE, A DISTANCE OF 50.31 FEET; THENCE DEPARTING SAID EAST LINE, WITH A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 975.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 89°02'21" EAST, 191.84 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°17'30", AN ARC DISTANCE OF 192.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 157.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°45'44" EAST, 182.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°15'44", AN ARC DISTANCE OF 195.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'47" EAST, 228.20 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°35'50", AN ARC DISTANCE OF 228.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°46'32" EAST, 364.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°54'21", AN ARC DISTANCE OF 367.04 FEET TO THE END OF SAID CURVE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.09 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1040.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 13°40'01" WEST, 399.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°07'23", AN ARC DISTANCE OF 401.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°25'22" WEST, 210.88 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC DISTANCE OF 211.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 45.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 39°11'36" EAST, 37.47 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°37'15", AN ARC DISTANCE OF 42.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 830.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 79°05'01" EAST, 328.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°50'24", AN ARC DISTANCE OF 330.87 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 183.17 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 208.62 FEET; THENCE NORTH 09°31'10" EAST, A DISTANCE OF 293.35 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 640.55 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 14.57 ACRES, MORE OR LESS.

This instrument prepared by or under the direction of and to be returned to:

Darryl J. Tompkins, P.A.
Darryl J. Tompkins, Esquire
Post Office Box 519
Alachua, FL 32616

Tax Parcel No: 03049-000-000 & 03049-003-000

Section 9, Township 8 South, Range 18 East

EASEMENT

THIS EASEMENT, made this _____ day of _____, 2018, by **ALACHUA A ONE, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, GRANTOR, whose mailing address is 15260 NW 147th Drive, Suite 100, Alachua, Florida 32615, and the **CITY OF ALACHUA**, GRANTEE, whose post office address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH:

That the said GRANTOR, pursuant to and in accordance with Section 38-32 of the City of Alachua Code and other good and valuable consideration, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a perpetual easement for the purpose of constructing, operating, inspection, monitoring, reading and maintaining municipal public utility facilities including, but not limited to, electric, water, wastewater, reclaimed water utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This Easement shall be limited to underground utilities only except for surface support facilities such as those described on page two of this Easement. No overhead utilities shall be permitted.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, monitor, read, patrol, alter, improve, repair, rebuild, relocate and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion

of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR's land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; and, (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of said facilities.

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures or obstacles shall be located, constructed, growing, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the surface restored and the Easement area left in good and safe condition. Moveable fences and shrubs are permitted on the Easement area provided they are placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') from fire hydrants and manhole centers, ten feet (10') from the opening side of any pad mounted transformer, three feet (3') from water meter and valve box centers and four feet (4') from the other three sides of any pad mounted transformer. GRANTOR assumes all risk of loss to any object placed in the easement area. Further, there must be unobstructed access to fire hydrants from the roadway or closest paved surface.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's facilities. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to accommodate the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement area in any way that will interfere with GRANTEE's rights, facilities and safe operation and maintenance.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises on which the above described Easement is located and has full right and lawful authority to grant and convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year aforesaid.

*Signed and delivered
in our presences:*

“GRANTOR”

Witness Signature

Alachu A One, LLC, a Florida
Limited Liability Company

Print Name: _____

Witness Signature

By: _____
James W. McCauley, Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by James W. McCauley as Manager of Alachua A One, LLC, a Florida Limited Liability Company, who is personally known to me or produced his Florida drivers license as identification.

Signature of Notary
Print Name: _____
Notary Public, State of _____
My Commission Expires: _____

CONSENT AND JOINDER OF MORTGAGEE

Whereas CITIZENS STATE BANK, ("Lender") is the owner and holder of a mortgage on a the Easement Parcel which mortgage has been recorded at Official Records Book 4485, Page 976 and Assignment of Leases and Rents recorded at Official Records Book 4485, Page 984 all in the Public Records of Alachua County, Florida. Lender consents to the Easement herein and agrees that if Lender succeeds to the interest of Grantor in any manner, including but not limited to foreclosure, succession by deed in lieu of or other conveyance, so long as Grantee complies with all of the terms, provisions, agreements, covenants, and obligations set forth in the Easement, Grantee's easement shall not be disturbed or interfered with by Lender.

Witnesses:

MORTGAGEE:
Citizens State Bank

Printed Name: _____

Printed Name: _____

Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ as _____ of Citizens State Bank. He/She is personally known to me or has produced _____ driver license as identification and did take an oath.

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

DATE: September 21, 2017

CLIENT: James McCauley, M.D

PROJECT NAME: High Point Crossing

PROJECT NO: 16-0638

DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No. 1

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 313.58 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 1°51'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 5.02 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 41.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 195.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 82°25'11" EAST, 7.46 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°11'34", AN ARC LENGTH OF 7.46 FEET TO THE END OF SAID CURVE; THENCE NORTH 81°19'24" EAST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST, 27.15 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 27.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 970.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 84°54'02" EAST, 38.53 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°16'34", AN ARC LENGTH OF 38.53 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 152.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 49°46'24" EAST, 169.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°58'42", AN ARC LENGTH OF 180.34 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°14'26" WEST, A DISTANCE OF 11.05 FEET; THENCE NORTH 12°45'34" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 77°14'26" EAST, A DISTANCE OF 11.17 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A

BEARING AND DISTANCE OF NORTH 13°22'20" EAST, 28.22 FEET; THENCE NORTHEASTERLY
ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°32'23", AN ARC LENGTH OF 28.22 FEET TO THE END OF SAID CURVE; THENCE NORTH 75°02'21" WEST, A DISTANCE OF 25.11 FEET; THENCE NORTH 14°57'39" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 75°02'21" EAST, A DISTANCE OF 25.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 20°15'14" EAST, 163.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°56'57", AN ARC LENGTH OF 164.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°06'29" EAST, 53.72 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°14'26", AN ARC LENGTH OF 53.73 FEET TO THE END OF SAID CURVE; THENCE NORTH 69°25'01" WEST, A DISTANCE OF 24.88 FEET; THENCE NORTH 20°34'59" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 69°25'01" EAST, A DISTANCE OF 14.74 FEET; THENCE NORTH 21°04'53" EAST, A DISTANCE OF 14.99 FEET; THENCE SOUTH 70°01'48" EAST, A DISTANCE OF 9.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 15°31'00" EAST, 107.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°30'09", AN ARC LENGTH OF 107.81 FEET TO THE END OF SAID CURVE; THENCE NORTH 78°38'22" WEST, A DISTANCE OF 24.88 FEET; THENCE NORTH 11°21'38" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 78°38'22" EAST, A DISTANCE OF 24.88 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 8°51'15" EAST, 53.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°12'13", AN ARC LENGTH OF 53.12 FEET TO THE END OF SAID CURVE; THENCE NORTH 83°32'40" WEST, A DISTANCE OF 6.53 FEET; THENCE NORTH 6°27'20" EAST, A DISTANCE OF 27.20 FEET; THENCE SOUTH 84°23'38" EAST, A DISTANCE OF 6.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°25'09" EAST, 72.51 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°22'26", AN ARC LENGTH OF 72.52 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°51'47" EAST, A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°29'49" WEST, 79.83 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°21'27", AN ARC LENGTH OF 79.85 FEET TO THE END OF SAID CURVE; THENCE SOUTH 84°19'27" EAST, A DISTANCE OF 2.69 FEET; THENCE SOUTH 6°19'13" WEST, A DISTANCE OF 27.66 FEET; THENCE NORTH 82°49'08" WEST, A DISTANCE OF 2.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 15°57'17" WEST, 320.32 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°32'51", AN ARC LENGTH OF 321.57 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°41'27" WEST, 199.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°04'31", AN ARC LENGTH OF 200.21 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°14'15" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 32.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 24°41'54" EAST, 23.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°37'53", AN ARC LENGTH OF 25.70 FEET TO THE END OF SAID CURVE; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 4.50 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 6.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 835.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 79°20'04" EAST, 290.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°03'11", AN ARC LENGTH OF 292.24 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 150.18 FEET; THENCE NORTH 78°12'44" WEST, A DISTANCE OF 62.63 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 76.65 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 213.69 FEET; THENCE NORTH 9°31'10" EAST, A DISTANCE OF 288.29 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.28 FEET; THENCE SOUTH 9°31'10" WEST, A DISTANCE OF 293.35 FEET; THENCE SOUTH 19°15'23" WEST, A DISTANCE OF 208.62 FEET; THENCE SOUTH 18°11'35" EAST, A DISTANCE OF 57.81 FEET; THENCE SOUTH 77°45'18" EAST, A DISTANCE OF 54.83 FEET; THENCE NORTH 67°36'20" EAST, A DISTANCE OF 4.69 FEET; THENCE SOUTH 80°21'22" EAST, A DISTANCE OF 21.53 FEET; THENCE SOUTH 22°36'20" WEST, A DISTANCE OF 183.17 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 79°05'01" WEST, 328.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°50'24", AN ARC LENGTH OF 330.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 39°11'36" WEST, 37.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°37'15", AN ARC LENGTH OF 42.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 12°07'01" EAST, A DISTANCE OF 45.61 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'22" EAST, 210.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC LENGTH OF 211.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE

NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°40'01" EAST, 399.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°07'23", AN ARC LENGTH OF 401.57 FEET TO THE END OF SAID CURVE; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 80.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND

DISTANCE OF SOUTH 13°46'32" WEST, 364.81 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°54'21", AN ARC LENGTH OF 367.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°25'47" WEST, 228.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°35'50", AN ARC LENGTH OF 228.66 FEET TO THE END OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 157.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 47°45'44" WEST, 182.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°15'44", AN ARC LENGTH OF 195.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 975.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°42'58" WEST, 45.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°38'43", AN ARC LENGTH OF 45.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°40'52" WEST, 26.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 26.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 81°19'24" WEST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°25'11" WEST, 7.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°11'34", AN ARC LENGTH OF 7.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°30'58" WEST, A DISTANCE OF 41.41 FEET TO **THE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.907 ACRES, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

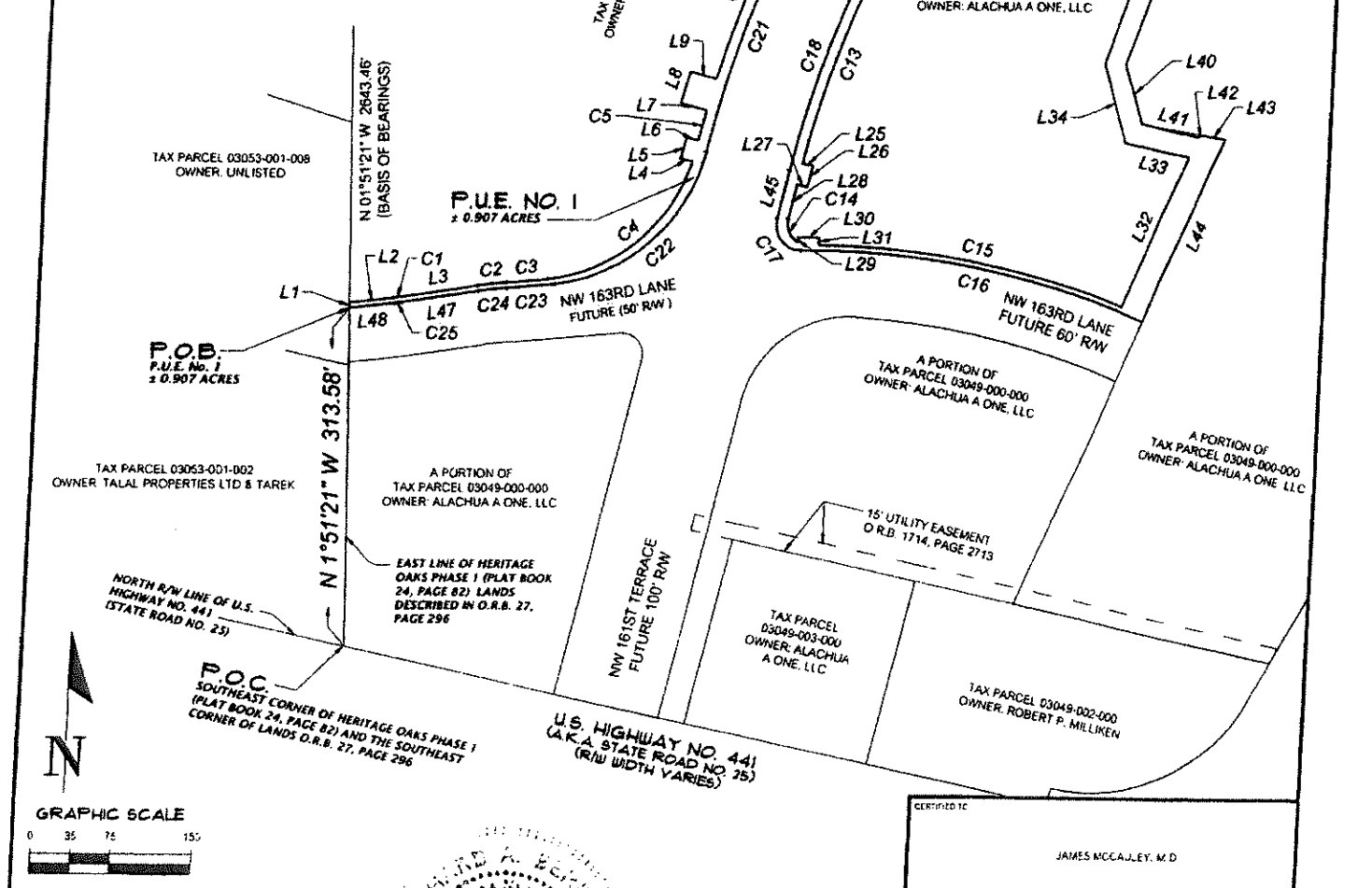
DESCRIPTION:
(SEE ATTACHED)

LEGEND:

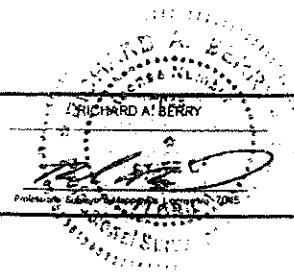
- O.R.B. = OFFICIAL RECORDS BOOK
- S.F. = SQUARE FEET
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- P.U.E. = PUBLIC UTILITIES EASEMENT

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.
2. THIS SKETCH IS TWO (2) SHEETS IN TOTAL. NO SHEET IS COMPLETE WITHOUT THE OTHER. SEE SHEET 2 OF 2 FOR LINE AND CURVE DATA TABLES.



The map prepared by
Certificate of Authorization No. 1 B 5676
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DATE: 9-21-2017
TECHNOLOGY: RAS
DRAWN BY: AMH
PROJECT NUMBER: 16-0638

CERTIFIED TO:
JAMES MCCAULEY, M.D.

CHW
Professional Consultants

132 NW 76th Dr.
Gainesville, Florida 32607
(352) 331-1876 / (352) 331-2476
www.chw-nc.com
INC. 1984 FLORIDA LB-5575

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 1°51'21" W	5.02'
L2	N 83°30'58" E	41.01'
L3	N 81°18'24" E	71.84'
L4	N 77°14'28" W	11.05'
L5	N 12°45'34" E	20.00'
L6	S 77°14'28" E	11.17'
L7	N 75°02'21" W	25.11'
L8	N 14°57'39" E	30.00'
L9	S 75°02'21" E	25.11'
L10	N 69°25'01" W	24.88'
L11	N 20°34'59" E	30.00'
L12	S 69°25'01" E	14.74'
L13	N 21°04'53" E	14.99'
L14	S 70°01'48" E	9.65'
L15	N 78°38'22" W	24.88'
L16	N 11°21'38" E	30.00'
L17	S 78°38'22" E	24.88'
L18	N 83°32'40" W	6.53'
L19	N 6°27'20" E	27.20'
L20	S 84°23'38" E	6.52'
L21	S 87°51'47" E	100.01'
L22	S 84°19'27" E	2.69'
L23	S 6°18'13" W	27.66'
L24	N 82°49'08" W	2.74'
L25	S 77°52'59" E	10.00'
L26	S 12°14'15" W	20.00'
L27	N 77°52'59" W	10.00'
L28	S 12°07'01" W	32.16'
L29	N 0°00'00" E	4.50'
L30	N 90°00'00" E	20.00'
L31	S 0°00'00" E	6.98'
L32	N 22°36'20" E	150.18'
L33	N 78°12'44" W	62.63'
L34	N 18°11'35" W	76.65'
L35	N 19°15'23" E	213.69'
L36	N 9°31'10" E	288.29'
L37	N 90°00'00" E	20.28'
L38	S 9°31'10" W	293.35'
L39	S 18°16'23" W	208.62'
L40	S 18°11'35" E	57.81'
L41	S 77°45'18" E	54.83'
L42	N 67°36'20" E	4.69'
L43	S 80°21'22" E	21.53'
L44	S 22°36'20" W	183.17'
L45	N 12°07'01" E	45.61'
L46	N 90°00'00" W	80.09'
L47	S 81°19'24" W	71.84'
L48	S 83°30'58" W	41.41'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

SKETCH - NOT A BOUNDARY SURVEY

DESCRIPTION:
(SEE ATTACHED)

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

2. THIS SKETCH IS TWO (2) SHEETS IN TOTAL. NO SHEET IS COMPLETE WITHOUT THE OTHER. SEE SHEET 1 OF 2 FOR SKETCH AND ADDITIONAL INFORMATION.

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	7.46'	195.00'	2°11'34"	3.73'	7.46'	N 82°25'11" E
C2	27.16'	330.00'	4°42'55"	13.59'	27.15'	N 83°40'52" E
C3	36.53'	970.00'	2°16'34"	19.27'	36.53'	N 84°54'02" E
C4	180.34'	152.00'	67°58'42"	102.48'	169.85'	N 49°45'24" E
C5	28.22'	1050.00'	1°32'23"	14.11'	28.22'	N 13°22'20" E
C6	164.00'	1050.00'	8°56'57"	82.17'	163.84'	N 20°15'14" E
C7	53.73'	950.00'	3°14'26"	26.67'	53.72'	N 23°08'29" E
C8	107.81'	950.00'	6°30'09"	53.96'	107.76'	N 15°31'00" E
C9	53.12'	950.00'	3°12'13"	26.57'	53.11'	N 8°51'15" E
C10	72.52'	950.00'	4°22'26"	36.26'	72.51'	N 3°25'09" E
C11	79.85'	1050.00'	4°21'27"	39.95'	79.83'	S 3°29'49" W
C12	321.57'	1050.00'	17°32'51"	162.06'	320.32'	S 15°57'17" W
C13	200.21'	950.00'	12°04'31"	100.48'	199.84'	S 18°41'27" W
C14	25.70'	20.00'	73°37'53"	14.97'	23.97'	S 24°41'54" E
C15	292.24'	835.00'	20°03'11"	147.63'	290.75'	S 79°20'04" E
C16	330.87'	830.00'	22°50'24"	167.66'	328.68'	N 78°05'01" W
C17	42.99'	24.00'	102°37'15"	29.97'	37.47'	N 39°11'36" W
C18	211.31'	950.00'	12°36'41"	106.08'	210.88'	N 18°25'22" E
C19	401.57'	1049.00'	22°07'23"	203.32'	399.08'	N 13°40'01" E
C20	367.04'	960.00'	21°54'21"	185.79'	364.81'	S 13°46'32" W
C21	228.66'	1040.00'	12°35'50"	114.79'	228.20'	S 18°25'47" W
C22	185.27'	157.00'	71°15'44"	112.63'	182.93'	S 47°45'44" W
C23	45.02'	975.00'	2°38'43"	22.51'	45.01'	S 84°42'58" W
C24	26.75'	325.00'	4°42'55"	13.38'	26.74'	S 83°40'52" W
C25	7.65'	200.00'	2°11'34"	3.83'	7.65'	S 82°25'11" W

CERTIFIED TO

JAMES MCCAULEY, M.D.

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

CHECKED BY

AJH

PROJECT NUMBER

16-0638

DATE

9-21-2017

TECHNICIAN

RAE

DATE: September 21, 2017
CLIENT: James McCauley, M.D
PROJECT NAME: High Point Crossing
PROJECT NO: 16-0638
DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No. 2

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115, PAGE 1178 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 175.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE SOUTH 77°41'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 175.14 FEET; THENCE SOUTH 77°53'37" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 468.14 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 208.62 FEET; THENCE NORTH 9°31'10" EAST, A DISTANCE OF 293.35 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 26.43 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 46°06'24" EAST, A DISTANCE OF 11.28 FEET; THENCE NORTH 89°44'26" EAST, A DISTANCE OF 198.76 FEET; THENCE NORTH 0°15'34" WEST, A DISTANCE OF 42.60 FEET; THENCE NORTH 89°59'44" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 0°15'34" EAST, A DISTANCE OF 51.33 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 236.93 FEET TO **THE POINT OF BEGINNING**.

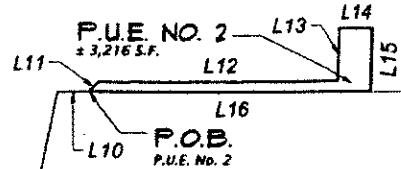
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3,216 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

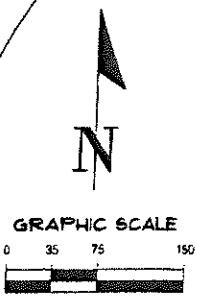
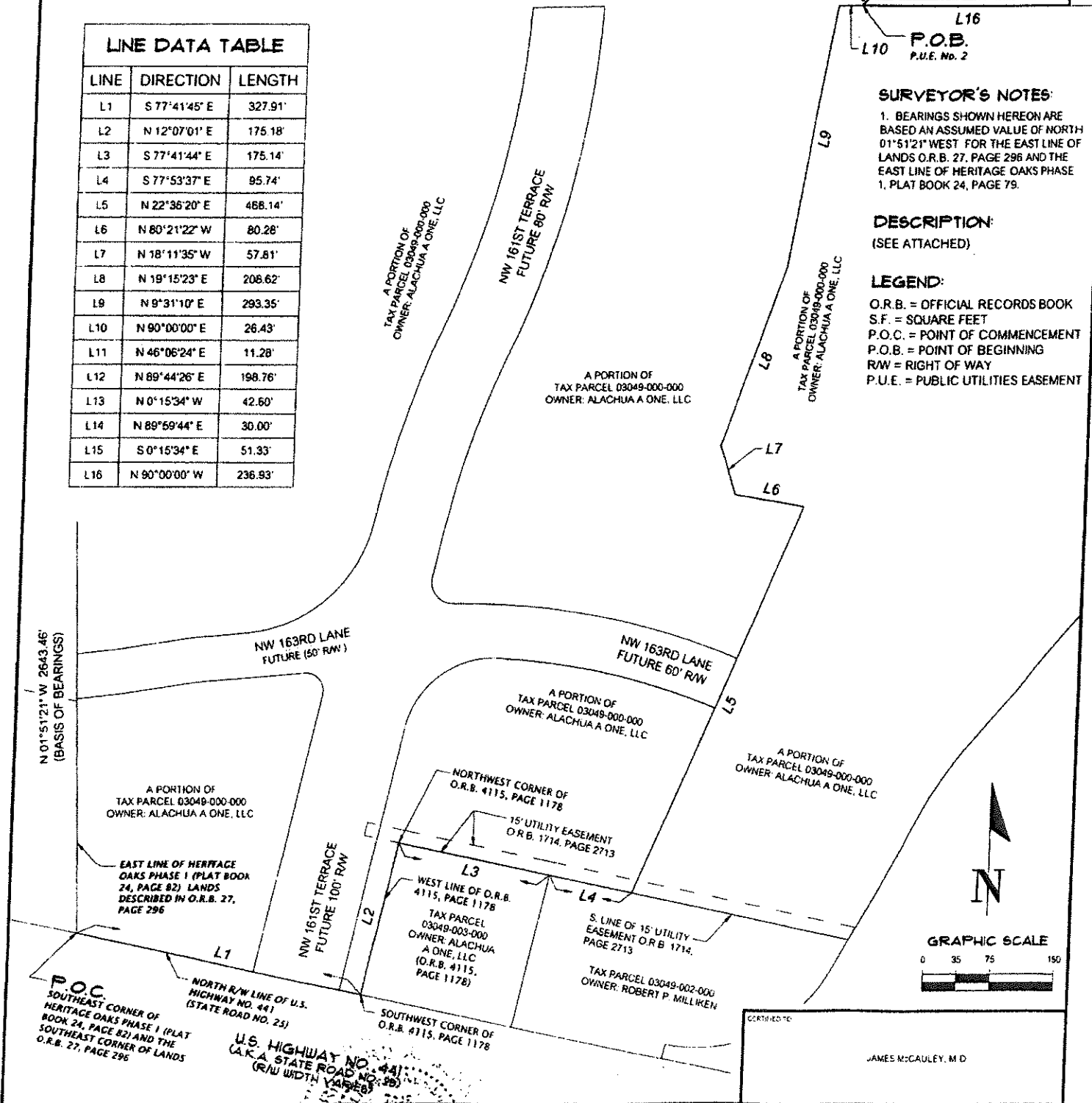


LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 77°41'45" E	327.91'
L2	N 12°07'01" E	175.18'
L3	S 77°41'44" E	175.14'
L4	S 77°53'37" E	95.74'
L5	N 22°36'20" E	468.14'
L6	N 80°21'22" W	80.26'
L7	N 18°11'35" W	57.81'
L8	N 19°15'23" E	208.62'
L9	N 9°31'10" E	293.35'
L10	N 90°00'00" E	26.43'
L11	N 46°06'24" E	11.28'
L12	N 89°44'26" E	198.76'
L13	N 0°15'34" W	42.60'
L14	N 89°59'44" E	30.00'
L15	S 0°15'34" E	51.33'
L16	N 90°00'00" W	236.93'

SURVEYOR'S NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

DESCRIPTION:
(SEE ATTACHED)

LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT



CERTIFIED TO:
JAMES M. CAULEY, M.D.

TO F 1	This map prepared by:	 RICHARD A. BERRY PROFESSIONAL SURVEYOR No. 10000 State of Florida License No. 7065	DATE	9-21-2017	FOOT	1" = 150'
	Certificate of Authorization No. L.E. 5075		TECHNICIAN	RAB	CHECKED BY	AHH
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER						 CHW Professional Consultants
				132 NW 7th Drive Gainesville, Florida 32607 (352) 331-1876 / (352) 331-2476 www.chw-inc.com		MAY 1983 FLORIDA LE-5975

DATE: September 21, 2017
CLIENT: James McCauley, M.D
PROJECT NAME: High Point Crossing
PROJECT NO: 16-0638
DESCRIPTION FOR: Public Utilities Easement No. 3

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115, PAGE 1178 OF SAID PUBLIC RECORDS AND TO **THE POINT OF BEGINNING**; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 13.19 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 77°43'45" EAST, A DISTANCE OF 161.93 FEET; THENCE NORTH 12°11'35" EAST, A DISTANCE OF 161.89 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LANDS DESCRIBED; THENCE SOUTH 77°41'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 13.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 12°11'35" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 174.88 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID CORNER LYING ON THE AFORMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441; THENCE NORTH 77°47'29" WEST ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 174.91 FEET TO **THE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,395 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

A PORTION OF TAX PARCEL 03048-000-000
OWNER: ALACHUA A ONE, LLC

SKETCH - NOT A BOUNDARY SURVEY

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

LEGEND:

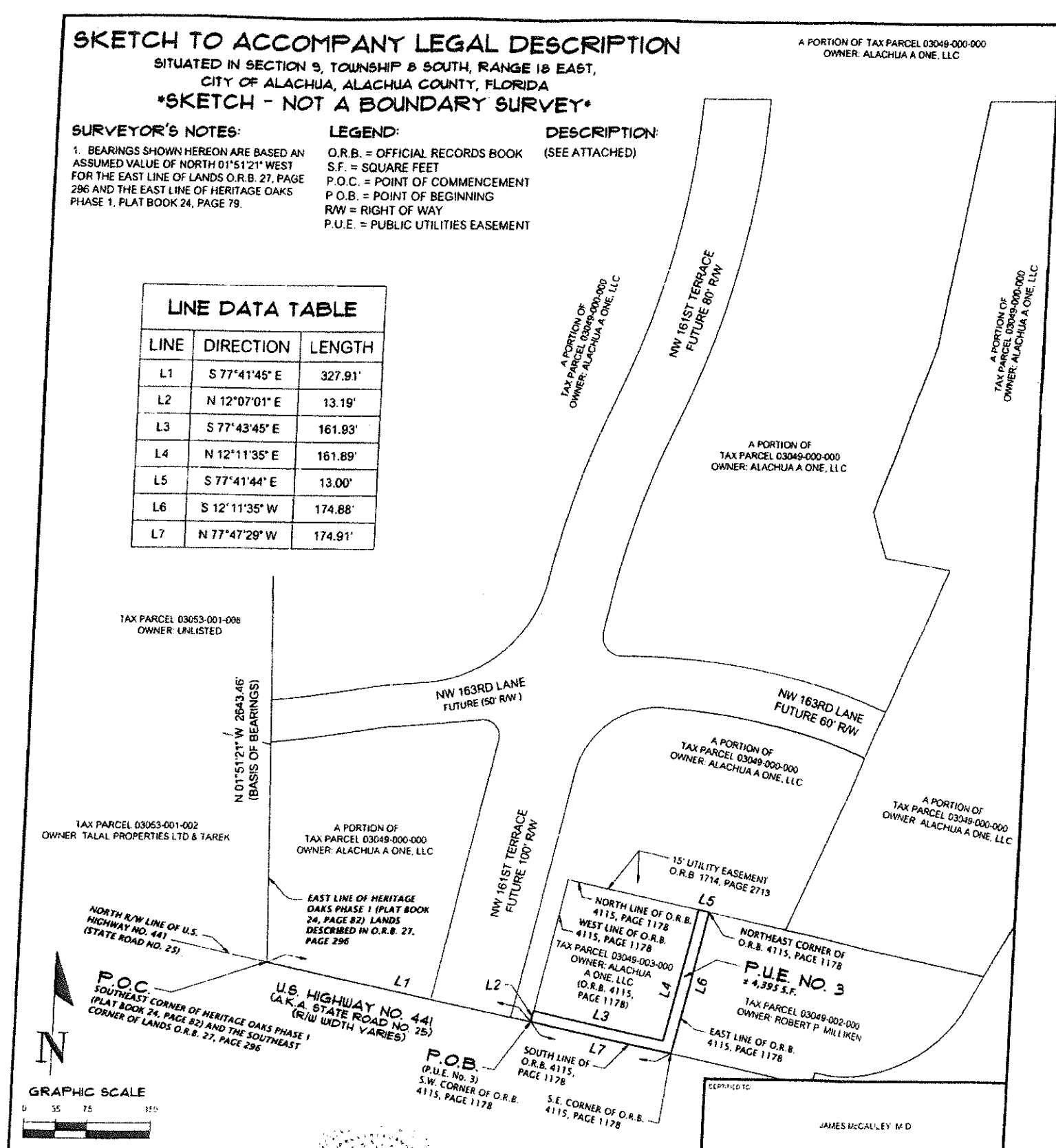
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT

DESCRIPTION:

(SEE ATTACHED)

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 77°41'45" E	327.91'
L2	N 12°07'01" E	13.19'
L3	S 77°43'45" E	161.93'
L4	N 12°11'35" E	161.89'
L5	S 77°41'44" E	13.00'
L6	S 12°11'35" W	174.88'
L7	N 77°47'29" W	174.91'



TAX PARCEL 03053-001-008
OWNER: UNLISTED

TAX PARCEL 03053-001-002
OWNER: TALAL PROPERTIES LTD & TAREK

A PORTION OF
TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

EAST LINE OF HERITAGE
OAKS PHASE 1 (PLAT BOOK
24, PAGE 82) LANDS
DESCRIBED IN O.R.B. 27,
PAGE 296

NORTH R/W LINE OF U.S.
HIGHWAY NO. 441
(STATE ROAD NO. 25)

P.O.C.
SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1
(PLAT BOOK 24, PAGE 82) AND THE SOUTHEAST
CORNER OF LANDS O.R.B. 27, PAGE 296

U.S. HIGHWAY NO. 441
(A.K.A. STATE ROAD NO. 25)
(R/W WIDTH VARIES)

P.O.B.
(P.U.E. No. 3)
S.W. CORNER OF O.R.B.
4115, PAGE 1178

SOUTH LINE OF
O.R.B. 4115,
PAGE 1178

S.E. CORNER OF O.R.B.
4115, PAGE 1178

15' UTILITY EASEMENT
O.R.B. 1714, PAGE 2713

NORTH LINE OF O.R.B.
4115, PAGE 1178
WEST LINE OF O.R.B.
4115, PAGE 1178
TAX PARCEL 03049-003-000
OWNER: ALACHUA
A ONE, LLC
(O.R.B. 4115,
PAGE 1178)

NORTHEAST CORNER OF
O.R.B. 4115, PAGE 1178

P.U.E. NO. 3
± 4,395 S.F.

TAX PARCEL 03049-002-000
OWNER: ROBERT P. MILLIKEN

EAST LINE OF O.R.B.
4115, PAGE 1178

CERTIFIED TO:

JAMES McCALEY, M.D.

GRAPHIC SCALE



RICHARD A. BERRY

Professional Surveyor & Mapper License No. 7045

DATE

9-21-2017

REVISIONS

RAB

CHECKED BY

AHH

PROJECT NUMBER

16-0638

SCALE

1" = 150'

AS SHOWN ON THIS PLAN

SHOWN SHALL BE THE

AS SHOWN ON THIS PLAN

AS SHOWN ON THIS PLAN

AS SHOWN ON THIS PLAN



Professional Consultants

132 NW 76th Drive
Gainesville, Florida 32607
(352) 331-1676 / (352) 331-2476
www.chwinc.com

INC. 1988 FLORIDA
LB-5075

1 OF 1

DATE: September 21, 2017
CLIENT: James McCauley, M.D
PROJECT NAME: High Point Crossing
PROJECT NO: 16-0638
DESCRIPTION FOR: Public Utilities Easement No. 4

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 302.82 FEET TO **THE POINT OF BEGINNING**; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 300.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 52°47'58" EAST, 130.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC LENGTH OF 142.01 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 77°06'05" EAST, 251.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°50'01", AN ARC LENGTH OF 253.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 22°36'20" WEST, A DISTANCE OF 224.97 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE NORTH 77°53'37" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET; THENCE NORTH 77°41'44" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 13.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 12°11'35" EAST, A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID EASEMENT; THENCE SOUTH 77°41'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 13.03 FEET; THENCE SOUTH 77°53'37" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 78.13 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 193.36 FEET; THENCE NORTH 67°23'40" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 14.53 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 765.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°02'20" WEST, 225.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°57'31", AN ARC LENGTH OF 226.43 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°47'58" WEST, 123.85

FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC LENGTH OF 134.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 108.91 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 8.38 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 5.14 FEET; THENCE SOUTH 12°53'19" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 9.87 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 129.93 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 20.09 FEET TO AN INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115, PAGE 1178 OF SAID PUBLIC RECORDS; THENCE SOUTH 12°07'01" WEST ALONG SAID WEST LINE, A DISTANCE OF 33.19 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID CORNER LYING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441; THENCE NORTH 77°41'45" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 25.09 FEET TO **THE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10,217 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01° 51' 21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R.W. = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT

DESCRIPTION:

(SEE ATTACHED)

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	142.01'	100.00'	81° 21' 53"	85.96'	130.37'	N 52° 47' 58" E
C2	253.10'	770.00'	18° 50' 01"	127.70'	251.97'	S 77° 06' 05" E
C3	226.43'	765.00'	16° 57' 31"	114.05'	225.80'	N 78° 02' 20" W
C4	134.91'	95.00'	81° 21' 53"	81.66'	123.85'	S 52° 47' 58" W

LINE DATA TABLE

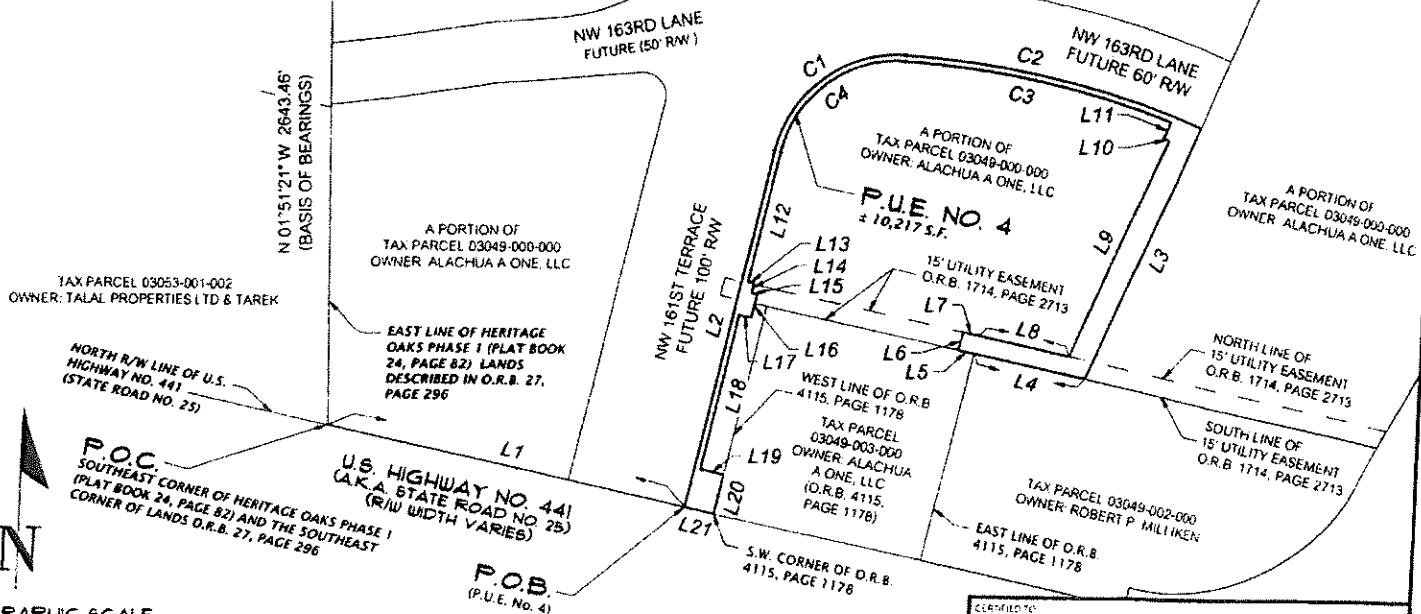
LINE	DIRECTION	LENGTH
L1	S 77° 41' 45" E	302.82'
L2	N 12° 07' 01" E	300.32'
L3	S 22° 36' 20" W	224.97'
L4	N 77° 53' 37" W	95.74'
L5	N 77° 41' 44" W	13.00'
L6	N 12° 11' 35" E	15.00'
L7	S 77° 41' 44" E	13.03'
L8	S 77° 53' 37" E	78.13'
L9	N 22° 36' 20" E	193.36'
L10	N 67° 23' 40" W	5.00'
L11	N 22° 36' 20" E	14.53'
L12	S 12° 07' 01" W	108.91'
L13	S 77° 52' 59" E	5.00'
L14	S 12° 07' 01" W	8.38'
L15	S 77° 52' 59" E	5.14'
L16	S 12° 53' 19" W	20.00'
L17	N 77° 52' 59" W	9.87'
L18	S 12° 07' 01" W	129.93'
L19	S 77° 52' 59" E	20.09'
L20	S 12° 07' 01" W	33.19'
L21	N 77° 41' 45" W	25.09'

A PORTION OF TAX PARCEL 03049-000-000 OWNER: ALACHUA A ONE, LLC

NW 161ST TERRACE FUTURE 80' R/W

A PORTION OF TAX PARCEL 03049-000-000 OWNER: ALACHUA A ONE, LLC

A PORTION OF TAX PARCEL 03049-000-000 OWNER: ALACHUA A ONE, LLC



TAX PARCEL 03053-001-002
OWNER: TALAL PROPERTIES LTD & TAREK

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

EAST LINE OF HERITAGE OAKS PHASE 1 (PLAT BOOK 24, PAGE 82) LANDS DESCRIBED IN O.R.B. 27, PAGE 296

NORTH R/W LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25)

P.O.C. SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1 (PLAT BOOK 24, PAGE 82) AND THE SOUTHEAST CORNER OF LANDS O.R.B. 27, PAGE 296

U.S. HIGHWAY NO. 441 (A.K.A. STATE ROAD NO. 25) (R/W WIDTH VARIES)

P.O.B. (P.U.E. No. 4)

S.W. CORNER OF O.R.B. 4115, PAGE 1178

TAX PARCEL 03049-002-000
OWNER: ROBERT P. TALLIKEN

EAST LINE OF O.R.B. 4115, PAGE 1178

CERTIFICATE
JAMES McCALLEY M.D.



This map prepared by **RICHARD A. BERRY** DATE: 6-21-2017 SCALE: 1" = 150'

City/State of Florida No. 11 B. 5075
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND NUMBER

TECHNICAL: RAB
CHECKED BY: ABH
PROJECT NUMBER: 16-0638

DATE: 6-21-2017
BY: RAB
FOR: CHW
PROJECT NUMBER: 16-0638

192 NW 76th Dr
Gainesville, Florida 32607
(352) 331-1976 / (352) 331-2476
www.chw-inc.com
Professional Consultants
EST. 1988 FLORIDA LB 5075

DATE: September 21, 2017

CLIENT: James McCauley, M.D

PROJECT NAME: High Point Crossing

PROJECT NO: 16-0638

DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No.5

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 159.06 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 1°51'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 104.35; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 50.25 FEET; THENCE NORTH 81°19'24" EAST, A DISTANCE OF 76.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST, 22.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 22.63 FEET; THENCE NORTH 85°06'29" EAST, A DISTANCE OF 104.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 41°21'31" EAST, 32.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 37.33 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 318.08 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No 441; THENCE NORTH 77°41'45" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 162.70 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 10.14 FEET; THENCE NORTH 12°53'19" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 9.87 FEET; THENCE NORTH 12°07'01" EAST, A DISTANCE OF 130.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°21'31" WEST, 24.11 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 28.00 FEET; THENCE SOUTH 85°06'29" WEST, A DISTANCE OF 103.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 265.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°40'51" WEST, 21.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF 4°42'54", AN ARC LENGTH OF 21.81 FEET; THENCE SOUTH 81°19'24" WEST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°31'13" WEST, 38.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°23'38", AN ARC LENGTH OF 38.09 FEET; THENCE SOUTH 0°22'20" EAST, A DISTANCE OF 97.83 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 15.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6,173 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

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

SKETCH - NOT A BOUNDARY SURVEY

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT

DESCRIPTION:

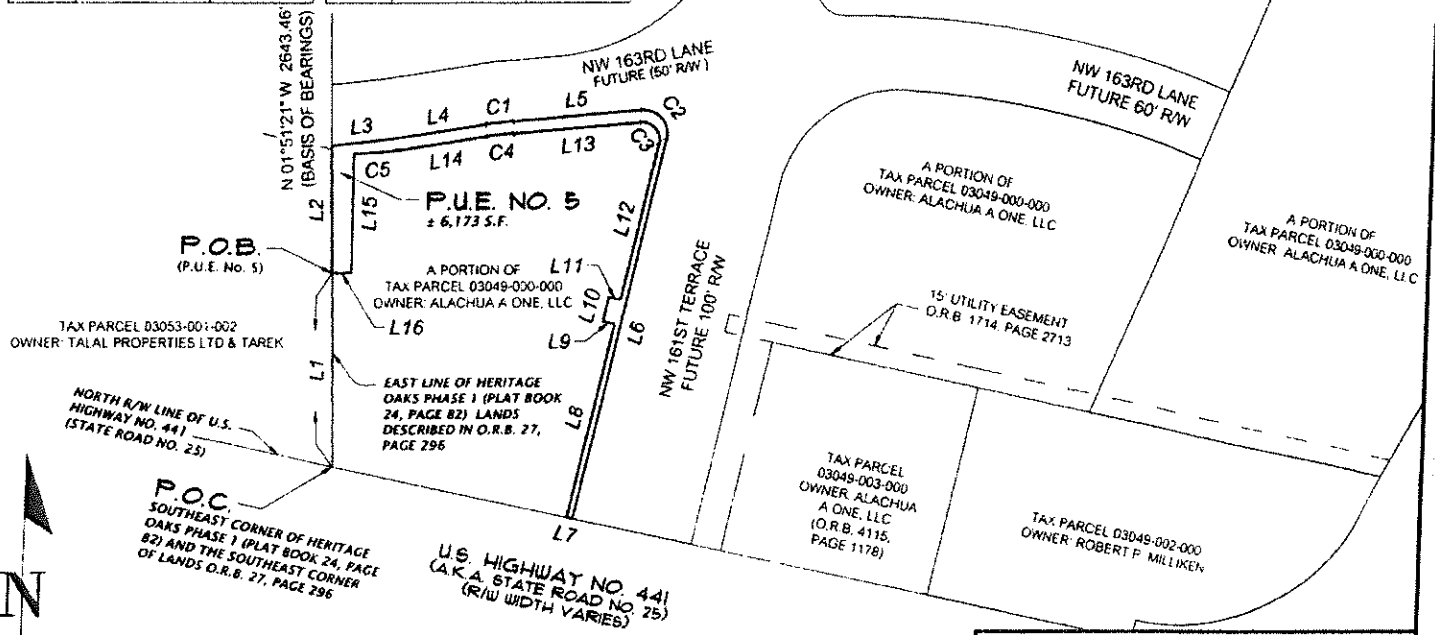
(SEE ATTACHED)

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	22.63'	275.00'	4 42'55"	11.32'	22.63'	N 83°40'52" E
C2	37.33'	20.00'	106°57'04"	27.00'	32.14'	S 41°21'31" E
C3	28.00'	15.00'	106°57'04"	20.25'	24.11'	N 41°21'31" W
C4	21.81'	265.00'	4 42'54"	10.91'	21.80'	S 83°40'51" W
C5	38.09'	260.00'	8 23'38"	19.08'	38.06'	S 85°31'13" W

LINE DATA TABLE

LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N 1°51'21" W	159.06'	L9	N 77°52'59" W	10.14'
L2	N 1°51'21" W	104.35'	L10	N 12°53'19" E	20.00'
L3	N 83°30'58" E	50.25'	L11	S 77°52'59" E	9.87'
L4	N 81°19'24" E	76.62'	L12	N 12°07'01" E	130.14'
L5	N 85°06'29" E	104.44'	L13	S 85°06'29" W	103.07'
L6	S 12°07'01" W	318.08'	L14	S 81°19'24" W	71.84'
L7	N 77°41'45" W	5.00'	L15	S 0°22'20" E	97.83'
L8	N 12°07'01" E	162.70'	L16	N 90°00'00" W	15.48'



CERTIFIED
JAMES MCGAULEY M.D.

This map prepared by
Certificate of Authorization No. L.F. 5076
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

RICHARD A. BERRY
Professional Surveyor (P.S.) License No. 7045

DATE: 8-21-2017
TECHNICIAN: RAB
CHECKED BY: AMH
PROJECT NUMBER: 16-0638

SCALE: 1" = 150'
VERY SCALE FOR FIELD WORK ONLY. THIS SCALE IS NOT TO BE USED FOR ANY OTHER PURPOSES.
DO NOT SCALE THIS DRAWING.

CHW Professional Consultants
132 NW 76th Dr.
Gainesville, Florida 32607
(352) 331-1976 / (352) 331-2476
www.chwflc.com
REG. 1808 FLORIDA 18-5072

DATE: April 2, 2018

CLIENT: James McCauley, M.D

PROJECT NAME: High Point Crossing.

PROJECT NO: 16-0638

DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No.6

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 260.50 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 1°51'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 0.32 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2392, PAGE 782 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EAST LINE, RUN NORTH 72°30'45" WEST ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2392, PAGE 782, A DISTANCE OF 199.37 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4527, PAGE 1797 OF SAID PUBLIC RECORDS; THENCE SOUTH 17°29'15" WEST, ALONG THE EAST LIEN OF SAID LANDS, A DISTANCE OF 20.08 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°04'15" EAST, A DISTANCE OF 37.67 FEET; THENCE SOUTH 73°48'59" EAST, A DISTANCE OF 102.45 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,764 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT

DESCRIPTION:

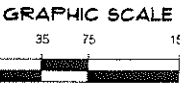
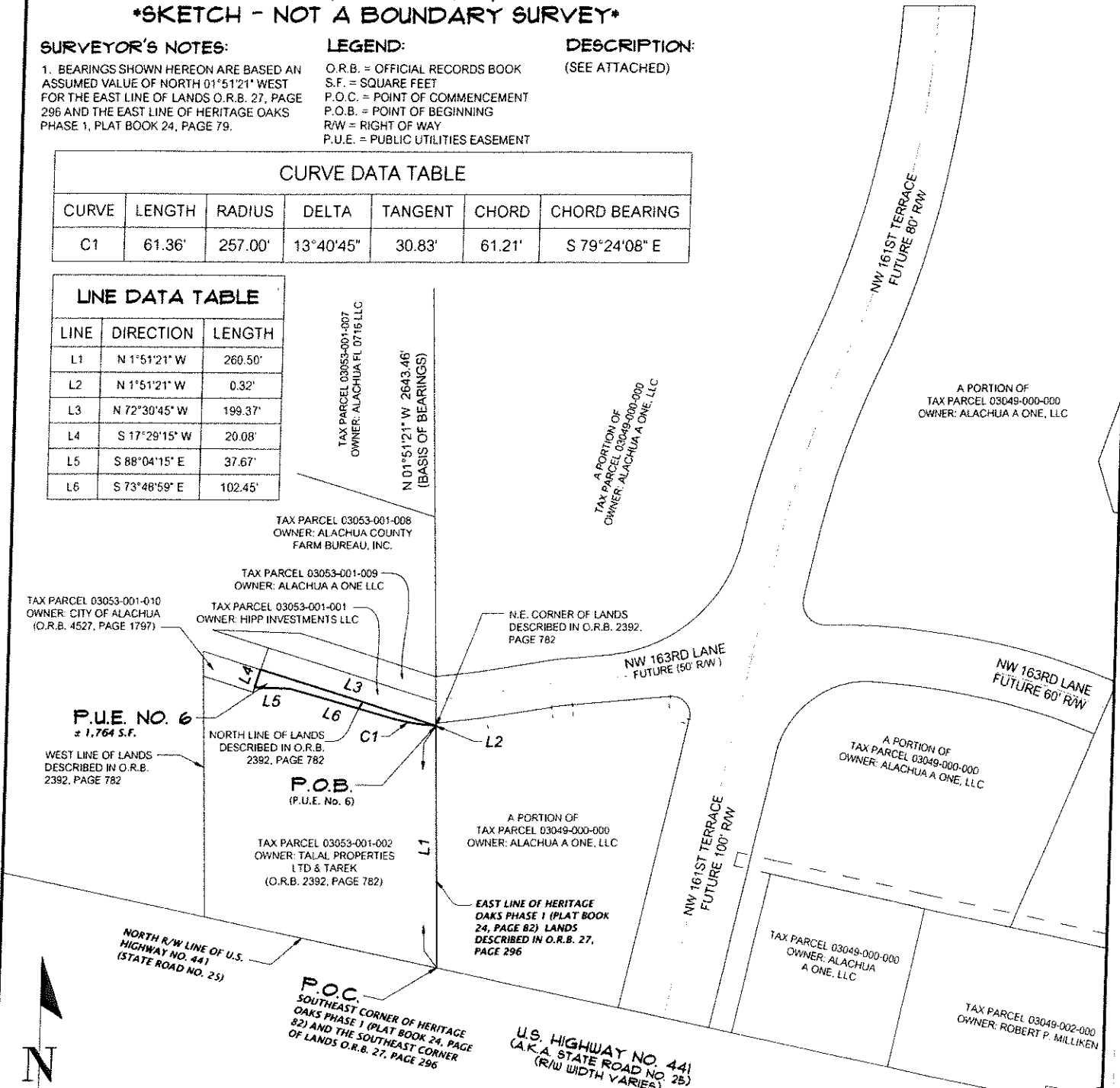
(SEE ATTACHED)

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	61.36'	257.00'	13°40'45"	30.83'	61.21'	S 79°24'08" E

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 1°51'21" W	260.50'
L2	N 1°51'21" W	0.32'
L3	N 72°30'45" W	199.37'
L4	S 17°29'15" W	20.08'
L5	S 88°04'15" E	37.67'
L6	S 73°48'59" E	102.45'



CERTIFIED TO:
JAMES McCAULEY, M.D.

This map prepared by:
AARON H. HICKMAN
Certificate of Authorization No. L.E. 5075
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Professional Surveyor & Mapper Fla. License No. 6791

DATE: 04-02-2016
TECHNICIAN: RAB
CHECKED BY: AJH
PROJECT NUMBER: 16-0638

SCALE: 1" = 150'
NEAR SCALE: 8 1/4" IS ONE HALF INCH OR THEREABOUTS
IF THIS ONE HALF INCH ON THIS SHEET ADDRESS TO THE ACCOMPANYING



132 NW 76th Drive
Gainesville, Florida 32607
(352) 331-1876 / (352) 331-2476
www.chwinc.com
Est. 1988 FLORIDA LB-5075

SHEET NO. 1 OF 1

DATE: September 21, 2017

CLIENT: James McCauley, M.D

PROJECT NAME: High Point Crossing.

PROJECT NO: 16-0638

DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No.7

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 260.82 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2392, PAGE 782 OF SAID PUBLIC RECORDS AND **THE POINT OF BEGINNING**; THENCE DEPARTING SAID EAST LINE, RUN NORTH 72°30'45" WEST ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2392, PAGE 782, A DISTANCE OF 199.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 88°31'57" EAST, A DISTANCE OF 36.19 FEET; THENCE SOUTH 73°48'59" EAST, A DISTANCE OF 103.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 237.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 78°04'05" EAST, 45.90 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°06'52", AN ARC LENGTH OF 45.97 FEET TO THE END OF SAID CURVE; THENCE SOUTH 67°57'02" EAST, A DISTANCE OF 9.61 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EAST LINE OF HERITAGE OAKS PHASE 1 AND THE AFOREMENTIONED EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296; THENCE SOUTH 1°51'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 16.99 FEET TO **THE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,169 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT

DESCRIPTION:

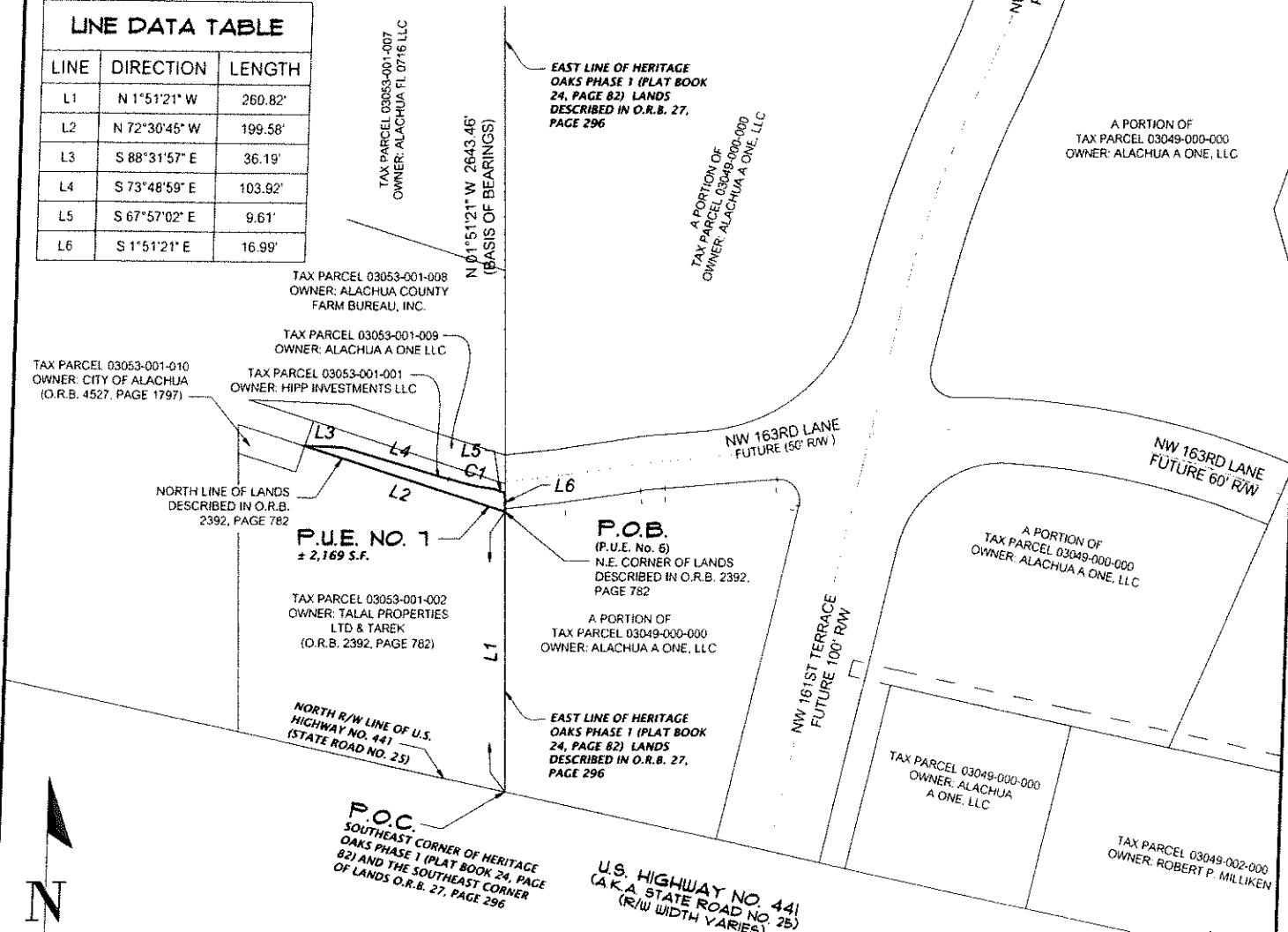
(SEE ATTACHED)

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	45.97'	237.00'	11°06'52"	23.06'	45.90'	S 78°04'05" E

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 1°51'21" W	260.82'
L2	N 72°30'45" W	199.58'
L3	S 88°31'57" E	36.19'
L4	S 73°48'59" E	103.92'
L5	S 67°57'02" E	9.61'
L6	S 1°51'21" E	16.99'



CERTIFIED TO:

JAMES McCauley, M.D.

This map prepared by: RICHARD A. BERRY
 Certificate of Authorization No. L.E. 5075
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 Professional Surveyor & Mapper Fla. License No. 70445

DATE: 9-21-2017
 TECHNICIAN: RAB
 CHECKED BY: AHY
 PROJECT NUMBER: 16-0638

SCALE: 1" = 150'
 VERIFY SCALE BY MEASURING DISTANCE ON GROUND OR BY MEANS OF A MEASURING DEVICE.
 IF NOT A MEASURING DEVICE, THE DISTANCE SHOWN ON THIS SHEET IS AS SHOWN.

CHW Professional Consultants
 132 NW 78th Drive
 Gainesville, Florida 32607
 (352) 331-1976 / (352) 331-2476
 www.chw-inc.com
 est. 1988 FLORIDA LB-5075

Prepared and return to:
Darryl J. Tompkins, P.A.
Darryl J. Tompkins, Esquire
Post Office Box 519
Alachua, FL 32616

Project: Highpoint Crossing

RE Parcel # 03049-000-000

TEMPORARY NON-EXCLUSIVE CONSTRUCTION EASEMENT

THIS TEMPORARY NON-EXCLUSIVE CONSTRUCTION EASEMENT, made this ____day of _____, 2018, by and between **ALACHUA A ONE, LLC**, a Florida limited liability company, Whose address is 15260 NW 147th Drive, Suite 100, Alachua, Florida 32615, (the "Grantor:), and the **CITY OF ALACHUA**, Whose address is Post Office Box 9, Alachua, Florida 32616 (the "Grantee.").

WITNESSTEH, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee and the public, a Temporary Non-Exclusive Construction Easement over, upon, under, through and across that certain property located in Alachua County, Florida, and described in Exhibit A hereto (the "Easement Area") for the sole purposes of ingress and egress and project construction.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate when the extension of NW 161st Terrace is constructed, and within thirty (30) days of the extension completion the grantee agrees to execute a termination of this Temporary Non-Exclusive Construction Easement.

The grantee may not assign, transfer, or license all or any portion of its rights under this Temporary Non-Exclusive Construction Easement without the written consent of the grantor. The grantor shall not be prohibited from granting additional rights within the Easement Area to third parties so long as such additional rights do not interfere with the grantee's use of the Easement Area as set forth in this Temporary Non-Exclusive Construction Easement.

This Temporary Non-Exclusive Construction Easement shall be construed, interpreted and controlled according to the laws of the State of Florida.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

GRANTOR:

**ALACHUA A ONE, LLC,
a Florida limited liability company**

Sign _____
Print _____

Print: James W. McCauley
Title: Manager

Sign _____
Print _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____day of _____, 2018 by James W. McCauley, the manager of ALACHUA A ONE, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced his Florida drivers license as identification.

(seal)

Print _____
Notary Public
My commission expires: _____

CONSENT AND JOINDER OF MORTGAGEE

Whereas CITIZENS STATE BANK, ("Lender") is the owner and holder of a mortgage on a the Easement Parcel which mortgage has been recorded at Official Records Book 4485, Page 976 and Assignment of Leases and Rents recorded at Official Records Book 4485, Page 984 all in the Public Records of Alachua County, Florida. Lender consents to the Easement herein and agrees that if Lender succeeds to the interest of Grantor in any manner, including but not limited to foreclosure, succession by deed in lieu of or other conveyance, so long as Grantee complies with all of the terms, provisions, agreements, covenants, and obligations set forth in the Easement, Grantee's easement shall not be disturbed or interfered with by Lender.

Witnesses:

MORTGAGEE:
Citizens State Bank

Printed Name: _____

Printed Name: _____

Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ as _____ of Citizens State Bank. He/She is personally known to me or has produced _____ driver license as identification and did take an oath.

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

DATE: October 5, 2017

CLIENT: James McCauley, M.D

PROJECT NAME: High Point Crossing

PROJECT NO: 16-0638

DESCRIPTION FOR: Temporary Construction Easement

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 252.82 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 516.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'22" EAST, 219.67 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC LENGTH OF 220.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°43'09" EAST, 381.94 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°01'08", AN ARC LENGTH OF 384.30 FEET TO END OF SAID CURVE AND TO **THE POINT OF BEGINNING**; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 65.23 FEET; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 132.70 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 134.01 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 132.70 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 68.78 FEET TO **THE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17,782 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

DESCRIPTION:
(SEE ATTACHED)

LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

**TEMPORARY
CONSTRUCTION
EASEMENT**
± 17,782 S.F.

SURVEYOR'S NOTES:

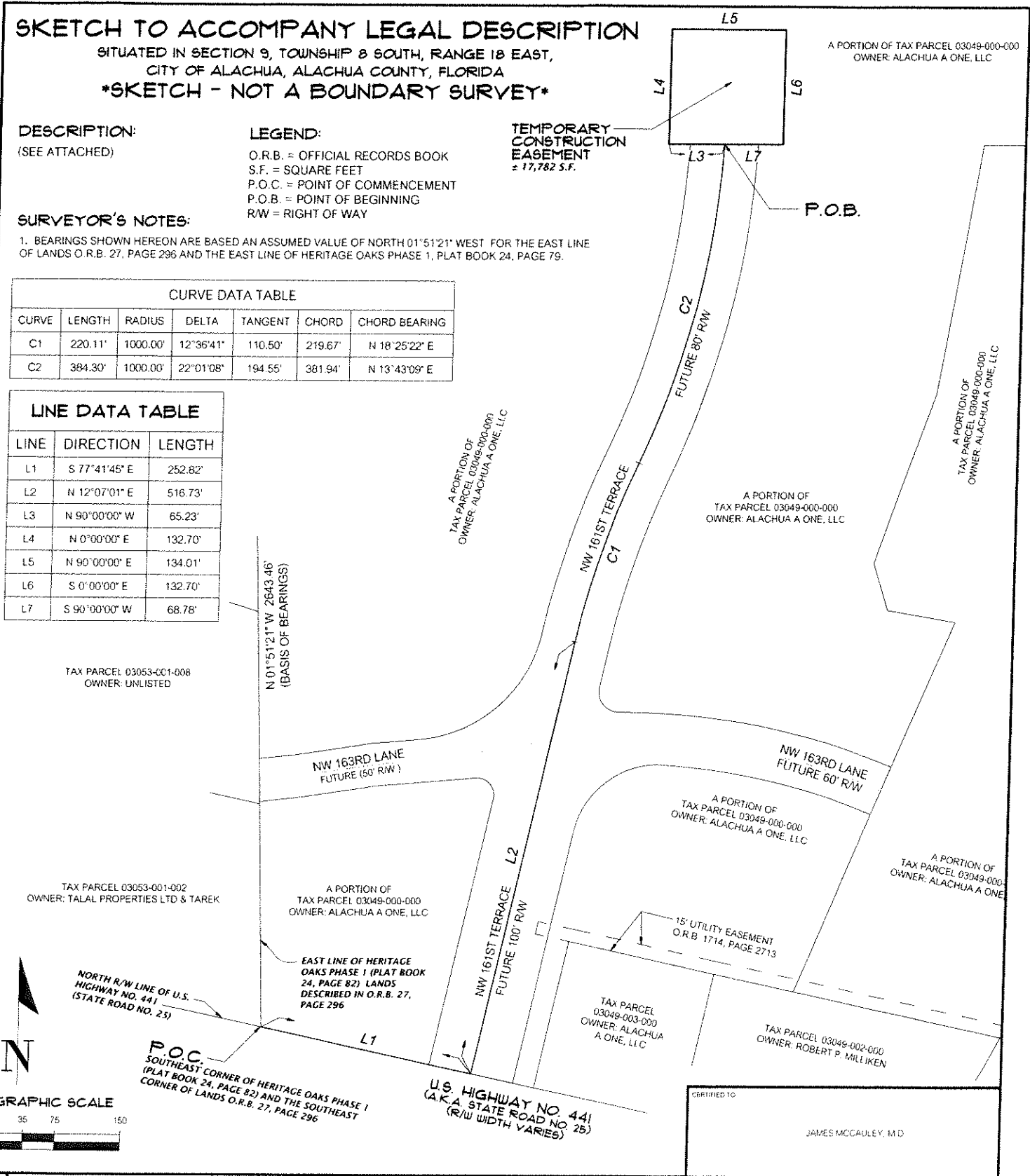
1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	220.11'	1000.00'	12°36'41"	110.50'	219.67'	N 18°25'22" E
C2	384.30'	1000.00'	22°01'08"	194.55'	381.94'	N 13°43'09" E

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 77°41'45" E	252.82'
L2	N 12°07'01" E	516.73'
L3	N 90°00'00" W	65.23'
L4	N 0°00'00" E	132.70'
L5	N 90°00'00" E	134.01'
L6	S 0°00'00" E	132.70'
L7	S 90°00'00" W	68.78'



TAX PARCEL 03053-001-008
OWNER: UNLISTED

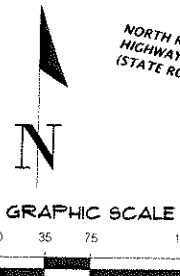
TAX PARCEL 03053-001-002
OWNER: TALAL PROPERTIES LTD & TAREK

A PORTION OF
TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

EAST LINE OF HERITAGE
OAKS PHASE 1 (PLAT BOOK
24, PAGE 82) LANDS
DESCRIBED IN O.R.B. 27,
PAGE 296

TAX PARCEL
03049-003-000
OWNER: ALACHUA
A ONE, LLC

TAX PARCEL 03049-002-000
OWNER: ROBERT P. MILLIKEN



P.O.C. -
SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1
(PLAT BOOK 24, PAGE 82) AND THE SOUTHEAST
CORNER OF LANDS O.R.B. 27, PAGE 296

U.S. HIGHWAY NO. 441
(A.K.A. STATE ROAD NO. 25)
(R/W WIDTH VARIES)

CERTIFIED TO:

JAMES MCCAULEY, M.D.

SHEET NO. 1 OF 1	This map prepared by: Certificate of Authorization No. L.E. 5075 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	RICHARD A. BERRY Professional Surveyor & Mapper Fla. License No. 7045	DATE: 10-5-2017 TECHNICIAN: RAB CHECKED BY: RAB PROJECT NUMBER: 16-0638	SCALE: 1" = 150' CHW Professional Consultants est. 1986 FLORIDA L.B. 5075
	132 NW 76th Drive Gainesville, Florida 32607 (352) 331-1975 / (352) 331-2476 www.chw-inc.com			

Prepared By and Return To:
Darryl J. Tompkins, P.A.
P.O. Box 519
14420 NW 151st Boulevard
Alachua, Florida 32616

Tax Parcel No.: 03049-000-000

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, A.D. 2018, between **ALACHUA A ONE, LLC, A FLORIDA LIMITED LIABILITY COMPANY** (hereinafter "Grantor"), whose mailing address is 15260 NW 147th Drive, Suite 100, Alachua, Florida 32615 and the **CITY OF ALACHUA**, (hereinafter "Grantee"), whose mailing address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, each to the other paid, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns a Perpetual Non-Exclusive Easement for the purpose of discharging storm water from the right of way of the road ways and contiguous contributory areas described as NW 161st Terrace and NW 163rd Lane as shown on the plat for Highpoint Crossing and recorded in Plat Book _____, Page _____ and into the Common Area/Drainage Easement (excluding conservation area) as described on the Plat for Highpoint Crossing and recorded in Plat Book _____, Page _____ all of the Public Records of Alachua County, Florida, over, upon and across the following described property which Grantor owns, to-wit:

See Exhibit "A" attached hereto (the "Easement Area")

THIS EASEMENT does not preclude the Grantors, it's successors or assigns or others, from using said described land in any way which is compatible with the rights granted to the Grantee by this easement. The Grantee, however, will not be responsible for any damages to the Grantors' use resulting for the exercise of the Grantee's rights under this easement.

The maintenance of the Easement Area and the Common Area/Drainage Easement, such as mowing and property management, shall remain as the Highpoint Crossing Association Inc.'s responsibility, and the Grantee shall only be responsible for the integrity of the structural portion of the system.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors has caused these presents to be executed the day and year aforesaid.

Alachua A One, LLC, a Florida
Limited Liability Company

WITNESSES:

Print Name: _____

By: _____
James W. McCauleys, Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James W. McCauley as Manager of Alachua A One, LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced his Florida drivers license as identification.

Notary
Printed Name: _____
My Commission Expires: _____
Commission No: _____

CONSENT AND JOINDER OF MORTGAGEE

Whereas CITIZENS STATE BANK, ("Lender") is the owner and holder of a mortgage on a the Easement Parcel which mortgage has been recorded at Official Records Book 4485, Page 976 and Assignment of Leases and Rents recorded at Official Records Book 4485, Page 984 all in the Public Records of Alachua County, Florida. Lender consents to the Easement herein and agrees that if Lender succeeds to the interest of Grantor in any manner, including but not limited to foreclosure, succession by deed in lieu of or other conveyance, so long as Grantee complies with all of the terms, provisions, agreements, covenants, and obligations set forth in the Easement, Grantee's easement shall not be disturbed or interfered with by Lender.

Witnesses:

MORTGAGEE:
Citizens State Bank

Printed Name: _____

Printed Name: _____

Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ as _____ of Citizens State Bank. He/She is personally known to me or has produced _____ driver license as identification and did take an oath.

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

DATE: September 21, 2017
CLIENT: James McCauley, M.D
PROJECT NAME: High Point Crossing
PROJECT NO: 16-0638
DESCRIPTION FOR: Drainage Easement

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

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115, PAGE 1178 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 175.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE SOUTH 77°41'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 175.14 FEET; THENCE SOUTH 77°53'37" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 468.14 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 165.47 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 86°02'58" WEST, A DISTANCE OF 267.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°28'28" EAST, 25.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°24'56", AN ARC LENGTH OF 25.93 FEET TO THE END OF SAID CURVE; THENCE SOUTH 86°11'10" EAST, A DISTANCE OF 17.79 FEET; THENCE SOUTH 4°35'07" WEST, A DISTANCE OF 5.03 FEET; THENCE SOUTH 86°02'58" EAST, A DISTANCE OF 247.94 FEET; THENCE SOUTH 19°15'23" WEST, A DISTANCE OF 20.74 FEET TO **THE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5,174 SQUARE FEET, MORE OR LESS.

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY

A PORTION OF TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
RW = RIGHT OF WAY
P.U.E. = PUBLIC UTILITIES EASEMENT

DESCRIPTION:

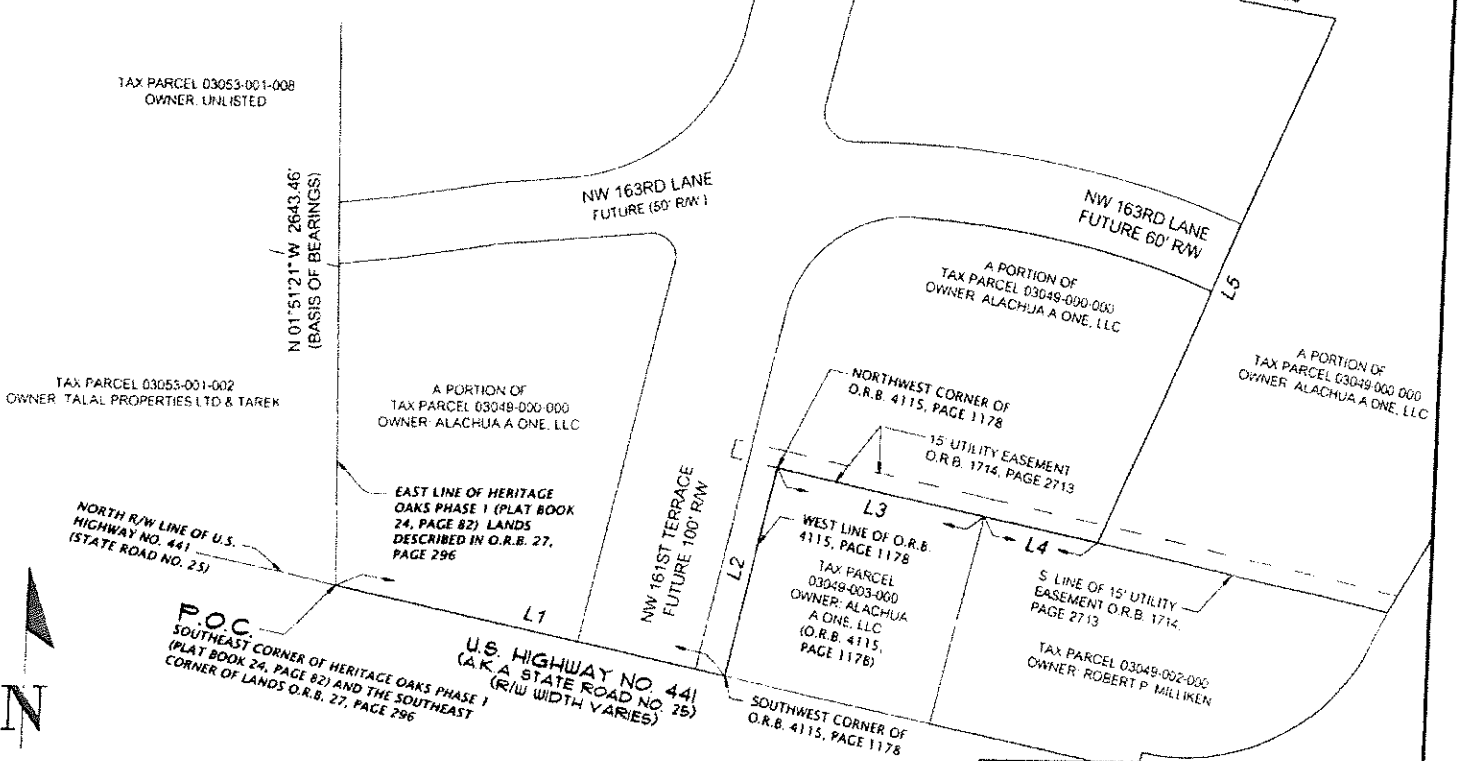
(SEE ATTACHED)

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	25.93'	1040.00'	1°25'43"	12.97'	25.93'	N 19°28'28" E

LINE DATA TABLE

LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 77°41'45" E	327.91'	L7	N 18°11'35" W	57.81'
L2	N 12°07'01" E	175.18'	L8	N 19°15'23" E	165.47'
L3	S 77°41'44" E	175.14'	L9	N 86°02'58" W	267.14'
L4	S 77°53'37" E	95.74'	L10	S 86°11'10" E	17.79'
L5	N 22°36'20" E	468.14'	L11	S 4°35'07" W	5.03'
L6	N 80°21'22" W	80.28'	L12	S 86°02'58" E	247.94'
			L13	S 19°15'23" W	20.74'



TAX PARCEL 03053-001-008
OWNER: UNLISTED

TAX PARCEL 03053-001-002
OWNER: TALAL PROPERTIES LTD & TAREK

A PORTION OF
TAX PARCEL 03049-000-000
OWNER: ALACHUA A ONE, LLC

EAST LINE OF HERITAGE
OAKS PHASE 1 (PLAT BOOK
24, PAGE 82) LANDS
DESCRIBED IN O.R.B. 27,
PAGE 296

NORTH R/W LINE OF U.S.
HIGHWAY NO. 441
(STATE ROAD NO. 25)

P.O.C.
SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1
(PLAT BOOK 24, PAGE 82) AND THE SOUTHEAST
CORNER OF LANDS O.R.B. 27, PAGE 296

U.S. HIGHWAY NO. 441
(A.K.A. STATE ROAD NO. 25)
(R/W WIDTH VARIES)

NORTHWEST CORNER OF
O.R.B. 4115, PAGE 1178

15' UTILITY EASEMENT
O.R.B. 1714, PAGE 2713

WEST LINE OF O.R.B.
4115, PAGE 1178
TAX PARCEL
03049-003-000
OWNER: ALACHUA
A ONE, LLC
(O.R.B. 4115,
PAGE 1178)

S LINE OF 15' UTILITY
EASEMENT O.R.B. 1714,
PAGE 2713
TAX PARCEL 03049-002-000
OWNER: ROBERT P. MILLIKEN

SOUTHWEST CORNER OF
O.R.B. 4115, PAGE 1178



This map prepared by Certificate of Authorization No. LB-5076 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	RICHARD A. BERRY Professional Surveyor & Mapper Florida License No. 7048	DATE: 6-21-2017	SCALE: 1" = 150'
		PROJECT NUMBER: 16-0638	CHW Professional Consultants 132 NW 76th Drive Gainesville, Florida 32607 (352) 331-1976 / (352) 331-2476 www.chwinc.com est. 1966 FLORIDA LB-5076

CAMPBELL MICHAEL PATRICK &
ADRIENEE MARIE
16644 NW 165TH TER
Alachua FL 32615

FROMHOLT DAVID B & SUSAN E
16575 NW 165TH TER
ALACHUA FL 32615

HARBACH WENDY
16539 NW 167TH PL
ALACHUA FL 32615

FLOYD & RUTTENBER
16518 NW 166TH RD
ALACHUA FL 32615

CARTER DIANE S
8502 NW 35TH RD
GAINESVILLE FL 32606

HARRIS AARON A
16609 NW 166TH DR
ALACHUA FL 32615

MILLIKEN, ROBERT P
16091 NW US HIGHWAY 441
ALACHUA FL 32615

BULLARD DONALD E & GLENDA M
PO BOX 417
ALACHUA FL 32616

WALLACE CHARLES E & PATRICIA A
16621 NW 165TH LN
ALACHUA FL 32615

CHASING CHICKEN 2 INC
2591 CENTERVILLE RD STE 202
TALLAHASSEE FL 32308

SCHULTZ, RICHARD B & CECILIA
1171 APPIAN WAY
SANTA ANA CA 92705

DWARKADHISH INVESTMENTS INC
1800 S ATLANTIC AVE
DAYTONA BEACH FL 32118

CIRCLE K STORES INC
PO BOX 8019
GARY NC 27512-9998

DONOFRIO, JACQULYN MARIE
5810 SW 164TH TER
SOUTHWEST RANCHES FL 33331-1397

PATEL, INDIRA K
8706 SADDLEHORN DR
IRVING TX 75063

NYGAARD & STRATTAN
16567 NW 165TH LN
ALACHUA FL 32615

RICHARD WILLIAM SCOTT & JAELLA S
16631 NW 165TH TER
Alachua FL 32615

CAVACEPPI, SHARLEEN O TRUSTEE
PO BOX 1325
ALACHUA FL 32616-1325

SPENCER, ARTHUR PRESCOTT JR TR
4145 STATE RD 11
DELAND FL 32724

HOOVER RESTAURANTS LLC
4030 JOHNS CREEK PARKWAY
SUWANEE GA 30024

LE STORE LLC
7753 W NEWBERRY RD STE B-2
GAINESVILLE FL 32606

MEGAHEE ENTERPRISES LTD., LLLP
2632 NW 43RD ST # 2138
GAINESVILLE FL 32606

OSEJO RAMON J & JANICE F
16681 NW 165TH TER
ALACHUA FL 32615-4992

AXIAK LAURA ANNE
16611 NW 165TH TER
ALACHUA FL 32615

JELMBERG MICHAEL & MARY
16545 NW 165TH TER
ALACHUA FL 32615

FORD NATHANIEL M III & TIROSHA T
16515 NW 165TH TER
ALACHUA FL 32615

MITCHELL CHARLES E & NANCY E
16530 NW 165TH TER
ALACHUA FL 32615

HANCOCK TROY DANIEL
16548 NW 166TH RD
ALACHUA FL 32615

BRINER LANCE & CHERYL
16578 NW 166TH RD
ALACHUA FL 32615

HYDEN & HYDEN
16622 NW 166TH RD
Alachua FL 32615

MEADOWS & MEADOWS
16649 NW 166TH DR
ALACHUA FL 32615-4996

DAVIS RICHARD E JR & MAUREEN
16624 NW 165TH TER
ALACHUA FL 32615

TALAL PROPERTIES LTD & TAREK
1326 E LUMSDEN RD
BRANDON FL 33511

ALACHUA A ONE LLC
15260 NW 147TH DR STE 100
ALACHUA FL 32615

SPENCER, ARTHUR PRESCOTT JR TR
4145 STATE RD 11
DELAND FL 32724

CAIOZZO, GIACOMO
16615 NW 171ST PL
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

KENNA VICKY ANN
16609 NW 171ST PL
ALACHUA FL 32615-4863

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

DURATION BUILDERS INC
527 TURKEY CREEK
ALACHUA FL 32615

HERITAGE OAKS PROPERTY, OWNERS
PO BOX 969
Alachua FL 32516

ALACHUA A ONE LLC
15260 NW 147TH DR STE 100
ALACHUA FL 32615

HERITAGE OAKS PROPERTY OWNERS
ASSOCIATION INC
15010 NW 173RD ST
ALACHUA FL 32615

A MASON GRACE RENTALS LLC
13929 NW 166TH TER
ALACHUA FL 32615

HIPP INVESTMENTS LLC
14610 NW 129TH TER
ALACHUA FL 32615

ALACHUA FL 0716 LLC
100 2ND AVE SOUTH STE 1103-S
PETERSBURG FL 33701

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

John Amerson
All County Marion Property Management
2916 NE Jacksonville Road
Ocala, Florida 34479

President
TCMOA
1000 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
Assistant Director Planning
PO Box 115050
Gainesville, FL 32611

Craig Parenteau
FDEP
4801 Camp Ranch Road
Gainesville, FL 32641

Jeannette Hinsdale
PO Box 1156
Alachua, FL 32616

Lynn Coullias
7406 NW 126th Avenue
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Dr. Lee A. Niblock
Alachua County Manager
12 SE 1st Street
Gainesville, FL 32601

Doc Stamp-Deed: \$0.70



THIS DOCUMENT WAS PREPARED WITHOUT
BENEFIT OF TITLE SEARCH OR SURVEY.

PREPARED BY AND RETURN TO:
Mary A. Robison, Esquire (KDB)
Fisher, Tousey, Leas & Ball, P.A.
501 Riverside Avenue, Suite 600
Jacksonville, Florida 32202

QUIT-CLAIM DEED

THIS INDENTURE, made this 23rd day of December 2016, between JOAN M. JONES, conveying her non homestead property, whose address is 2513 SW 50th Boulevard, Gainesville, Florida 32608, party of the first part, and MURPHY'S LOT, LLC, a Florida limited liability company (as to Parcel 1) and MEGAHEE ENTERPRISES, LTD., LLLP, a Florida limited liability limited partnership (as to Parcels 2 and 3), the address for each of which is 2513 SW 50th Boulevard, Gainesville, Florida 32608, parties of the second part.

WITNESSETH:

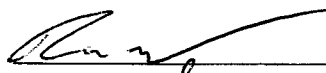
That the said party of the first part, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said parties of the second part, and their successors and assigns forever, all of her interest in the following described lands, situate, lying and being in the County of Alachua, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

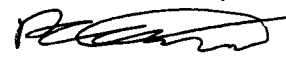
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and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

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed and Sealed in Our Presence:



Print Name: Ralph Mazzucolo



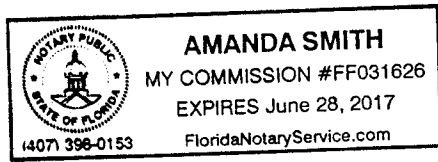
Print Name: Raffaele Cuorvo



JOAN M. JONES

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 23 day of December, 2016, by JOAN M. JONES, (NOTARY MUST CHECK ONE) [] who is personally known to me or who has produced a current FL (STATE) driver's license as identification.



Amanda Smith
Name: Amanda Smith
NOTARY PUBLIC, State of Florida
Commission Number: FF031626

EXHIBIT "A"

PARCEL 1:

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

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

PARCEL 2:

THAT PART OF THE EAST 1/2 OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, LYING NORTH OF THE NORTH RIGHT OF WAY OF U. S. HIGHWAY 441.

LESS AND EXCEPT THE NORTH 1/4 OF GOVERNMENT LOT 2;

AND LESS AND EXCEPT THE RIGHT OF WAY OF STATE ROAD 93, A/K/A INTERSTATE 75;

AND LESS AND EXCEPT THAT PART OF GOVERNMENT LOTS 1 AND 8 LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROAD 93 A/K/A INTERSTATE 75;

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST AND RUN NORTH 3°37'28" WEST 286.74 FEET TO THE NORTH RIGHT OF WAY OF OLD STATE ROAD NO. 25; THENCE RUN NORTH 79°23'05" WEST ALONG SAID RIGHT OF WAY 1055.3 FEET TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY OF INTERSTATE ROAD NO. 75, THENCE RUN NORTH 4°26'55" EAST ALONG SAID INTERSTATE ROAD RIGHT OF WAY 212.91 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 25 (U. S. NO. 441), THENCE RUN NORTH 79°06'35" WEST ALONG SAID STATE ROAD RIGHT OF WAY 306.92 FEET, THENCE RUN NORTH 1°48'35" WEST 205.01 FEET, THENCE RUN NORTH 79°06'35" WEST 355.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF STATE ROAD NO. 24 (U. S. NO. 441) AND THE POINT OF BEGINNING, THENCE RUN NORTH 79°06'35" WEST ALONG SAID RIGHT OF WAY 175.00 FEET, THENCE RUN NORTH 10°53'25" EAST 175.00 FEET, THENCE SOUTH 79°06'35" EAST 349.10 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE ROAD NO. 75, THENCE RUN SOUTH 27°21'25" WEST ALONG SAID RIGHT OF WAY 38.71 FEET TO THE P.C. OF A 34°11'20" CURVE, HAVING A RADIUS OF 170.10 FEET, AN INTERNAL ANGLE OF 73°32' AND BEING CONCAVE TO A NORTHWESTERLY DIRECTION, THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID RIGHT OF WAY CURVE A DISTANCE OF 215.08 FEET TO THE P.T. OF SAID CURVE, THENCE RUN SOUTH 10° 53'25" WEST 16.00 FEET TO THE POINT OF BEGINNING.

ALL BEING AND LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

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

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

LESS THE FOLLOWING:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, THENCE RUN NORTH 89 DEGREES 21 MINUTES 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 2236.8 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 7; THENCE RUN NORTH 1 DEGREE 47 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7, 1240.73 FEET TO THE NORTH RIGHT OF WAY OF STATE ROADS NO. 20 AND 25 AND THE POINT OF BEGINNING. THENCE RUN NORTH 1 DEGREE 47 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7 AND GOVERNMENT LOT 2, 2560.56 FEET; THENCE RUN NORTH 84 DEGREES 54 MINUTES 02 SECONDS EAST 252.65 FEET; THENCE RUN SOUTH 3 DEGREES 05 MINUTES 40 SECONDS EAST 2646.09 FEET TO THE NORTH RIGHT OF WAY OF STATE ROADS NO. 20 AND 25; THENCE RUN NORTH 79 DEGREES 06 MINUTES 36 SECONDS WEST ALONG SAID RIGHT OF WAY 320.03 FEET TO THE POINT OF BEGINNING.

ALL BEING AND LYING IN GOVERNMENT LOTS 2 AND 7 IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PART IN O.R. BOOK 1970, PAGE 718.

PARCEL 3:

THE SOUTH 1/2 OF THE EAST 1/2 OF GOVERNMENT LOT 7 IN SECTION 4, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, LYING WEST OF THE RIGHT OF WAY OF STATE ROAD NO. 93 A/K/A INTERSTATE 75.

REC 10.50
Doc .50
11.00

EASEMENT

THIS EASEMENT, made this 17th day of October, 1988 by JOAN M. WOOD and IRIS ANN MEGAHEE, Trustees, party of the first part, and CITY OF ALACHUA, FLORIDA, a Municipal Corporation, party of the second part,

WITNESSETH

That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by party of the second part, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the party of the second part, its successors and assigns, a perpetual easement for the purpose of constructing, repairing and maintaining utility wires and fixtures thereon, and with access to the wires thereon under and upon the following described property in Alachua County, Florida:

Described by metes and bounds by Alachua County Land Surveyors, Inc., in the attached addendum which has their caption "Job No. 88-181".

Subject to the following:

1. "The right to use this easement under this conveyance will end upon grantor giving grantee 120 days notice. Utility pole, electric wire, and equipment will be moved or removed by the City of Alachua, Florida, at their expense, at any time development of the property or use of the property should make it necessary. This will in no way alter the normal up-front cost paid by the developer for electrical service."
2. The area can be paved over if development of the property at any future date should make it necessary.
3. All wire will be underground and visibly marked.
4. No installation of electrical power will interfere with access to the property.
5. All installation work must be completed in reasonable time, not to exceed one year.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused those presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered in our presence as witnesses:

[Signature]
[Signature]

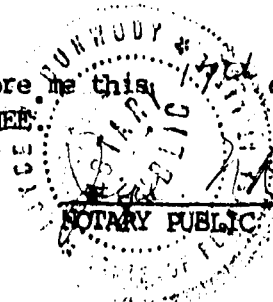
[Signature]
JOAN M. WOOD
[Signature]
IRIS ANN MEGAHEE

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to and subscribed before me this 17th day of October, 1988 by JOAN M. WOOD and IRIS ANN MEGAHEE.

MY COMMISSION EXPIRES:

11-02-1991



RECORDED
1988 OCT 18 P 3:07
CITY OF ALACHUA

Doc. St. Amt. \$ 0.55
A. Curtis Powers, Clerk of Circuit Court
Alachua County - B/J
[Signature]

920540

08 1714 PAGE 2113
BOOK



HAROLD L. WISE, P.L.S.

ALACHUA COUNTY LAND SURVEYORS, INC.
Professional Land Surveying

2512 N. E. 1st Blvd. • Suite 300 • Gainesville, FL 32609 • (904) 376-1180

And

Alachua, FL • High Springs, FL • (904) 454-1148



STACY A. HALL, P.L.S.

May 6, 1988
Job No. 88-181
City of Alachua

EASEMENT LEGAL DESCRIPTION

A 15.00 foot wide strip of land situated in Section 9, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Parcel IV as described in Official Records Book 1062, page 234 of the public records of Alachua County, Florida for the Point of Beginning and run N.79°06'35"W., along the Westerly projection of the North line of said Parcel IV, a distance of 40.00 feet; thence run N.10°53'25"E., a distance of 15.00 feet; thence run S.79°06'35"E., a distance of 568.53 feet to the Westerly right of way line of Interstate Road No. 75; thence S.27°21'25"W., along said Westerly right of way line, a distance of 15.64 feet to the Northeast corner of the lands described in Official Records Book 326, page 606 of the aforementioned public records; thence run N.79°06'35"W., along the North line of said lands recorded in Official Records Book 326, page 606 and the North line of the aforementioned Parcel IV, a distance of 524.10 feet to the Point of Beginning.

Parcel: 03049-000-000

Search Date: 4/27/2017 at 1:29:02 PM

Taxpayer: ALACHUA A ONE LLC	Legal: E1/2 N OF NEW HIWAY 20 LESS R/W FOR SR 93 & LESS THAT PART OF GOV LOT 8 LYING E OF SR 93 & S OF PAR NO 1 AS PER OR 167/185 & LESS N1/2 OF N1/2 OF GOV LOT 2 & LESS LOT PER OR 326/606 LESS LOT 175 FT BY 175 FT ON US 441 OR 1582/1576 OR 2195/2880-2886 & OR 2209/2644-2650 (LESS THAT PART E OF I-75 ALSO IN SEC 04-08-18 THE S1/2 OF E1/2 OF LOT 7 LYING W OF I-75) OR 4485/0971
Mailing: 15260 NW 147TH DR STE 100 ALACHUA, FL 32615	
Location: 16119 NW US HWY 441 ALACHUA	
Sec-Twn-Rng: 09-08-18	
Property Use: 01000 - Vacant Comm	
Tax Jurisdiction: Alachua - 1700	
Area: 8-18 Rural	
Subdivision: Placeholder	

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School	Total
YeaR	Use	Assessed Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable	Taxes
2016	Tmbr Si 80-89	135000	2685200	0	0	2685200	0	135000	135000	0	0	135000	135000	3331.33
2015	Tmbr Si 80-89	135000	2685200	0	0	2685200	0	135000	135000	0	0	135000	135000	3395.34
2014	Tmbr Si 80-89	134300	2685200	0	0	2685200	0	134300	134300	0	0	134300	134300	3334.94
2013	Tmbr Si 80-89	134400	338100	0	0	338100	0	134400	134400	0	0	134400	134400	3336.36
2012	Tmbr Si 80-89	134400	338100	0	0	338100	0	134400	134400	0	0	134400	134400	3331.19
2011	Tmbr Si 80-89	134400	338100	0	0	338100	0	134400	134400	0	0	134400	134400	3404.47
2010	Tmbr Si 80-89	134400	338100	0	0	338100	0	134400	134400	0	0	134400	134400	3379.72
2009	Tmbr Si 80-89	135000	338100	0	0	338100	0	135000	135000	0	0	135000	135000	3378.31
2008	Tmbr Si 80-89	149800	338100	0	0	338100	0	149800	0	0	0	149800	0	3394.03
2007	Tmbr Si 80-89	137000	338100	0	0	338100	0	137000	0	0	0	137000	0	3114.81

Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
Vacant Commercial	RSF-4		Acre	5.3
Acreage Non Ag	RSF-4		Acre	34.28
Acreage Non Ag	RMF-8		Acre	34.19
Acreage Non Ag	CI		Acre	60.49
			2016 Certified Land Just Value: 2685200	2016 Certified Land Assessed Value: 135000

Sale

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
12/23/2016	100	V	U	4485	0967	MS
12/21/2016	2537000	V	Q	4485	0971	MS
09/28/1998	100	V	U	2209	2650	MS
09/28/1998	100	V	U	2209	2647	MS
09/28/1998	100	V	U	2209	2644	MS
09/28/1998	100	V	U	2195	2886	MS
09/28/1998	100	V	U	2195	2883	MS
09/28/1998	100	V	U	2195	2880	MS
12/28/1984	100	V	U	1582	1576	MS

Parcel: 03049-003-000*Search Date: 4/6/2017 at 4:30:07 PM*

Taxpayer:	ALACHUA A ONE LLC	Legal:	COM INT W R/W I-75 & N R/W US 441 THE POB N 79 DEG W ALONG R/W 175 FT N 10 DEG E 175 FT S 79 DEG E 175 FT S 10 DEG W 175 FT TO POB OR 4115/1178
Mailing:	15260 NW 147TH DR STE 100 ALACHUA, FL 32615		
Location:	16113 NW US HWY 441 ALACHUA		
Sec-Twn-Rng:	09-08-18		
Property Use:	00700 - Misc. Residence		
Tax Jurisdiction:	Alachua - 1700		
Area:	Alachua Commercial		
Subdivision:	Placeholder		

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School	Total
YeaR	Use	Assessed Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable	Taxes
2016	Misc. Residence	183800	183800	0	1300	185100	82580	102520	185100	0	0	102520	185100	3185.17
2015	Misc. Residence	91900	91900	0	1300	93200	0	93200	93200	0	0	93200	93200	2344.05
2014	Misc. Residence	91900	91900	0	1400	93300	0	93300	93300	0	0	93300	93300	2316.82
2013	Misc. Residence	91900	91900	0	1400	93300	0	93300	93300	0	0	93300	93300	2316.09
2012	Misc. Residence	91900	91900	0	1500	93400	0	93400	93400	0	0	93400	93400	2314.98
2011	Misc. Residence	91900	91900	0	1600	93500	0	93500	93500	0	0	93500	93500	2368.46
2010	Misc. Residence	107200	107200	0	1600	108800	0	108800	108800	0	0	108800	108800	2747.95
2009	Misc. Residence	107200	107200	0	1700	108900	0	108900	108900	0	0	108900	108900	2738.47
2008	Misc. Residence	107200	107200	0	1700	108900	0	108900	0	0	0	108900	0	2479.37
2007	Misc. Residence	107200	107200	0	1800	109000	0	109000	0	0	0	109000	0	2490.31

Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
Misc Residence	CI		Square Feet	30625
			2016 Certified Land Just Value: 183800	2016 Certified Land Assessed Value: 183800

Miscellaneous

Description	Unit Type	Units
1680 - Paving 1	SF	9153
2222 - Stg 2	SF	96
		2016 Certified Miscellaneous Value: 1300

Sale

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
12/23/2016	100	I	U	4485	0967	MS
12/21/2016	2537000	I	Q	4485	0971	MS
05/22/2012	0	I	U	4115	1178	DD
09/30/2002	100	V	U	2529	1324	SD
09/30/2002	100	V	U	2529	1321	DD
03/19/1996	100	V	U	2055	58	MS

ACCOUNT NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
03049 000 000			1700

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

Unassigned Location RE

E1/2 N OF NEW HIWAY 20 LESS R/W FOR
SR 93 & LESS THAT
See Additional Legal on Tax Roll

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS CNTY GENERAL	8.4648	722,300	0	722,300	6,114.13
ALACHUA CNTY LIBRARY DISTRICT LIBRARY GENERAL	1.2655	722,300	0	722,300	914.07
SCHOOL BOARD OF ALACHUA COUNTY SCHL CAP33 PROJECT (S01)	1.5000	722,300	0	722,300	1,083.45
SCHL DISCRNRY & CN (S01)	0.7480	722,300	0	722,300	540.28
SCHL GENERAL	4.3770	722,300	0	722,300	3,161.51
SCHOOL VOTED (S01)	1.0000	722,300	0	722,300	722.30
SUWANNEE RIVER WATER MGT DIST	0.4027	722,300	0	722,300	290.87
17 CITY OF ALACHUA	5.3900	722,300	0	722,300	3,893.20
TOTAL MILLAGE 23.1480					AD VALOREM TAXES \$16,719.81

Please Retain this Portion for your Records. Receipt Available Online.

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

PAY ONLINE WITH E-CHECK



SCAN TO PAY

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS			\$0.00

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS \$16,719.81

If Paid By Please Pay	Mar 31, 2018	\$0.00			
-----------------------	---------------------	--------	--	--	--

JOHN POWER, CFC 2017 PAID REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 1011474
ALACHUA COUNTY TAX COLLECTOR
PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • PO BOX 142340 • GAINESVILLE, FL 32614-2340

ACCOUNT NUMBER	SITUS	MESSAGE
03049 000 000	Unassigned Location RE	

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

IF PAID BY	PLEASE PAY
<input type="checkbox"/> Mar 31, 2018	\$0.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

ACCOUNT NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
03049 003 000			1700

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

16113 NW US HWY 441

COM INT W R/W I-75 & N R/W US 441 THE
POB N 79 DEG W ALO
See Additional Legal on Tax Roll

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.4648	292,100	0	292,100	2,472.57
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.2655	292,100	0	292,100	369.65
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP33 PROJECT (S01)	1.5000	292,100	0	292,100	438.15
SCHL DISCRNRY & CN (S01)	0.7480	292,100	0	292,100	218.49
SCHL GENERAL	4.3770	292,100	0	292,100	1,278.52
SCHOOL VOTED (S01)	1.0000	292,100	0	292,100	292.10
SUWANNEE RIVER WATER MGT DIST	0.4027	292,100	0	292,100	117.63
17 CITY OF ALACHUA	5.3900	292,100	0	292,100	1,574.42
TOTAL MILLAGE	23.1480				\$6,761.53

Please Retain this Portion for your Records. Receipt Available Online.

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

PAY ONLINE WITH E-CHECK



SCAN TO PAY

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
C550 550 COUNTY FIRE SERVICES	1.000		90.97
NON-AD VALOREM ASSESSMENTS			\$90.97

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS \$6,852.50

If Paid By Please Pay	Mar 31, 2018	\$0.00			
------------------------------	---------------------	--------	--	--	--

JOHN POWER, CFC 2017 PAID REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 1011491
ALACHUA COUNTY TAX COLLECTOR
PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • PO BOX 142340 • GAINESVILLE, FL 32614-2340

ACCOUNT NUMBER	SITUS	MESSAGE
03049 003 000	16113 NW US HWY 441	

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

IF PAID BY	PLEASE PAY
<input type="checkbox"/> Mar 31, 2018	\$0.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

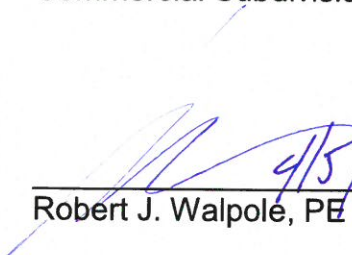
MEMORANDUM

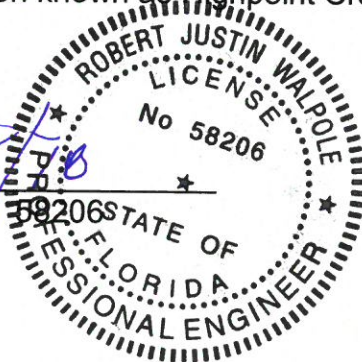
To: City of Alachua
From: Robert Walpole, P.E.
Date: April 5, 2018
RE: HighPoint Crossing

Below is a recap of the of the Grant Funded and Non-Grant portion of the project, with the itemized cost breakdown for each attached.

Grant Funded Portion	\$1,908,836.20
Non-Grant Funded Portion	<u>\$ 421,973.25</u>
Total	\$2,330,809.45

I hereby certify that the total project cost to construct the required Public Infrastructure for the Commercial Subdivision known as Highpoint Crossing is as shown about as of April 5, 2018.


Robert J. Walpole, PE



Highpoint Crossing - Grant Funded Portion of the Highpoint Subdivision / April 5, 2018

Item	Description						Item Totals
<u>Site/Civil Infrastructure Construction</u>							
1	Earthwork: Site & Roadway						\$ 325,213.00
	16,129 Cut	\$	3.50	\$/CY	=	\$ 56,451.50	
	76,789 Fill	\$	3.50	\$/CY	=	\$ 268,761.50	
2	Earthwork: SMFs						\$ 149,979.60
	8,116 Cut	\$	3.50	\$/CY	=	\$ 28,406.00	
	27,476 Fill	\$	3.50	\$/CY	=	\$ 96,166.00	
	81,960 Sod	\$	0.31	\$/SF	=	\$ 25,407.60	
3	Stormwater Conveyance						\$ 216,422.50
	26 Struct. (vary)	\$3,500		each		\$ 91,000.00	
	2,389 Pipe (vary)	\$52.50		\$/LF		\$ 125,422.50	
4	Utilities						\$ 388,583.70
	16 SS Struct	\$2,750		each		\$ 44,000.00	
	1,240 6" FM	\$	25.00	\$/LF		\$ 31,000.00	
	2,112 8" PVC SS	\$	28.50	\$/LF		\$ 60,192.00	
	488 2" Waterline	\$	5.90	\$/LF		\$ 2,879.20	
	35 6" CLDIP WM	\$	25.00	\$/LF		\$ 875.00	
	1,095 8" CLDIP WM	\$	35.00	\$/LF		\$ 38,325.00	
	5 8" PVC WM	\$	20.00	\$/LF		\$ 100.00	
	171 12"CLDIP WM	\$	37.50	\$/LF		\$ 6,412.50	
	620 12" PVC WM	\$	22.00	\$/LF		\$ 13,640.00	
	2 Fire Hydrant	\$	3,500.00	EA		\$ 7,000.00	
	1 Valve Package	\$	34,160.00	LS		\$ 34,160.00	
	1 Liftstation	\$	150,000.00	LS		\$ 150,000.00	
	2,066 Sleeving	\$	8.80	\$/LF		\$ 18,180.80	
5	Electric						\$ 192,800.00
6	Roadway Construction						\$ 351,547.50
	4,200 8" Base	\$	30.00	\$/LF		\$ 126,000.00	
	4,200 Paving	\$	30.00	\$/LF		\$ 126,000.00	
	4,200 Curb	\$	10.87	\$/LF		\$ 45,654.00	
	2,850 S Walks	\$	18.60	\$/LF		\$ 53,010.00	

2,850 Sodding \$ 0.31 \$/SF \$ 883.50

7 Offsite Improvements (FDOT Turn Lane) \$ 125,000.00

8 Landscape Improvements \$ 36,726.00

9 Contingency Unsuitables \$ 97,563.90

CONSTRUCTION SUBTOTAL = \$ 1,883,836.20

Developer Fees & Other Costs

10 City of Alachua Inspection Fees \$25,000

Total \$ 1,908,836.20

Highpoint Crossing - Non Grant Funded Portion of Highpoint Subdivision /April 5, 2018

Item	Description						Item Totals
<u>Site/Civil Infrastructure Construction</u>							
1	Earthwork: Site & Roadway						\$ 18,056.50
	1,081 Cut	\$ 3.50	\$/CY	=	\$ 3,783.50		
	4,078 Fill	\$ 3.50	\$/CY	=	\$ 14,273.00		
2	Stormwater Conveyance						\$ 43,466.00
	5 Structures	\$ 4,324.00	EA		\$ 21,620.00		
	662 Pipes (vary)	\$33.00	\$/LF		\$ 21,846.00		
3	Utilities						\$ 96,894.20
	7 SS Struct	\$3,800	EA		\$ 26,600.00		
	744 8" PVC SS	\$ 28.50	\$/LF		\$ 21,204.00		
	28 3" Waterline	\$5.90	\$/LF		\$ 165.20		
	14 6" CLDIP WM	\$25.00	\$/LF		\$ 350.00		
	234 8" CLDIP WM	\$ 35.00	\$/LF		\$ 8,190.00		
	590 12"CLDIP WM	\$ 37.50	\$/LF		\$ 22,125.00		
	1 Fire Hydrant	\$ 3,500.00	EA		\$ 3,500.00		
	1 Valve Package	\$ 14,760.00	LS		\$ 14,760.00		
	1,629 Sleeving	\$8.80	\$/LF		\$ 14,335.20		
4	Electric						\$ 102,827.00
5	Roadway Construction						\$ 100,553.60
	1,120 8" Base	\$ 30.00	\$/LF		\$ 33,600.00		
	1,120 Paving	\$ 30.00	\$/LF		\$ 33,600.00		
	1,120 Curb	\$ 10.87	\$/LF		\$ 12,174.40		
	1,120 S Walks	\$ 18.60	\$/LF		\$ 20,832.00		
	1,120 Sodding	\$ 0.31	\$/SF		\$ 347.20		
6	Landscape Improvements						\$ 7,800.00
7	Contingency						\$ 42,375.95
	Unsuitables				\$ 5,416.95		
	10%				\$ 36,959.00		

CONSTRUCTION SUBTOTAL =

\$ 411,973.25

Developer Fees & Other Costs

8 City of Alachua Inspection Fees

\$10,000

Total

\$ 421,973.25



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49 • LIVE OAK, FLORIDA 32060 • TELEPHONE 386/362-1001 • 800/226-1066 • FAX 386/362-1056
mysuwanneeriver.com

September 3, 2017

James McCauley
Alachua A One, LLC
15260 NW 147th Drive, Suite 100
Alachua, FL 32615

SUBJECT: Permit Number ERP-001-230196-1
HighPoint Crossing

Dear James McCauley :

Enclosed is your individual permit issued by the Suwannee River Water Management District on September 03, 2017. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at <https://permitting.sjrwmd.com/srepermitting/jsp/start.jsp>. Click to sign-in to your existing account or to create a new account. Select the "Apply/Submit" tab, select "Submit Compliance Data", enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select "the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Resource Management Division at (386) 362-1001.

Transferring Your Permit:

Your permit requires you to notify the District in writing within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit".

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in

DON QUINCEY Chair
Chiefland, Florida

ALPHONAS ALEXANDER Vice Chair
Madison, Florida

VIRGINIA H. JOHNS Secretary/Treasurer
Alachua, Florida

KEVIN BROWN
Alachua, Florida

GARY F. JONES
Old Town, Florida

CHARLES KEITH
Lake City, Florida

VIRGINIA M. SANCHEZ
Old Town, Florida

RICHARD SCHWAB
Perry, Florida

BRADLEY WILLIAMS
Monticello, Florida

HUGH THOMAS
Executive Director

accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact us at (386) 362-1001.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hugh Thomas", with a long horizontal flourish extending to the right.

Hugh Thomas
Executive Director

Enclosures: Permit

cc: District Permit File



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49 • LIVE OAK, FLORIDA 32060 • TELEPHONE 386/362-1001 • 800/226-1066 • FAX 386/362-1056
mysuwanneeriver.com

ERP Individual Permit

PERMITTEE:

James McCauley
Alachua A One, LLC
15260 NW 147th Drive, Suite 100
Alachua, FL 32615

PERMIT NUMBER: ERP-001-230196-1**DATE ISSUED:** September 03, 2017**DATE EXPIRES:** September 03, 2022**COUNTY:** Alachua**TRS:** S4 T8S R18E, S9 T8S R18E**PROJECT:** HighPoint Crossing

Upon completion, the approved entity to which operation and maintenance maybe transferred pursuant to rule 62-330.310 and 62-330.340 or 40B-4.1130, Florida Administrative Code (F.A.C) shall be:

James McCauley
Highpoint Crossing Association, Inc
Ste 100
15260 NW 147th Dr
Alachua, FL 32615-5339

Based on the information provided to the Suwannee River Water Management District (District), the above mentioned project has met the conditions of issuance as found in subsection 62-330.301, subsections 62-330.407 through 62-330.635, or subsection 40B-4.3030, F.A.C. The permit is hereby in effect for the activity description below:

Project consists of the construction and operation of a surfacewater management system serving a subdivision with an impervious area of 13.85 acres on a total project area of 24.79 acres in a manner consistent with the application package submitted by James McCauley with Alachua A One, LLC, and the plans and calculations certified by Robert Walpole, with CHW, on or before July 14, 2017.

As the permittee and/or operation and maintenance entity, it is your responsibility to ensure that adverse off-site impacts do not occur either during or after the construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You and any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to the enclosed notice of rights.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," [10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C.


This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

AUTHORIZED BY: Suwannee River Water Management District

By:



Hugh Thomas
Executive Director

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, (F.S.), before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 F.S. Pursuant to Rule 28-106.111, Florida Administrative Code, (F.A.C.), the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, F.A.C.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, F.A.C., the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, F.A.C.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), F.S., where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, F.A.C.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), F.S., where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, F.A.C.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, F.A.C.
7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, F.A.C.
8. Pursuant to Section 120.68, F.S., a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, F. S., may seek review of the order pursuant to Section 373.114, F.S., by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent to:

James McCauley
Alachua A One, LLC
15260 NW 147th Drive, Suite 100
Alachua, FL 32615
352 331-1976

This September 03, 2017

A handwritten signature in black ink, appearing to read "Timothy J. Haglund". The signature is written in a cursive style with a horizontal line above the first few letters.

Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49
Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP-001-230196-1

NOTICING INFORMATION

Dear Permittee:

Please be advised that the Suwannee River Water Management District (District) has not published a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit to file a petition challenging the issuance of the permit.

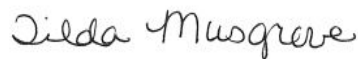
To close the point of entry for filing a petition, you may publish (at your own expense) a onetime notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice, the time to challenge the issuance of your permit will not expire.

A copy of the notice and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit as proof of publication. In accordance with 40B-1.1010(4), F.A.C., a copy of the affidavit shall be provided to the District within 14 days of publication. A scanned copy of the affidavit may be forwarded to Tilda Musgrove by email at tjm@srwmd.org (preferred method) or send the original affidavit of publication to:

Tilda Musgrove
Resource Management
9225 CR 49
Live Oak, FL 32060

If you have any questions, please contact me at 386.362.1001.

Sincerely,



Tilda Musgrove
Business Resource Specialist
Resource Management

NOTICE OF AGENCY ACTION TAKEN BY THE
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:
(Name and address of applicant)_____
permit#_____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40BB-1.1010, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the Resource Management Business Resource Specialist at District Headquarters, 9225 CR 49, Live Oak FL 32060 or by e-mail to tjm@srwmd.org, within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., is not available.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Live Oak, FL during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the next regular District business day.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40B-1.1010, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, you may request the Notice of Rights for this permit by contacting the Business Resource Specialist in the Division of Resource Management (RM), 9225 CR 49, Live Oak,, FL 32060, or by phone at 386.362.1001.

NEWSPAPER ADVERTISING

ALACHUA

Gainesville Sun Legal Advertising
PO Box 14747
Gainesville, FL 32614
352.372.4222

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

COLUMBIA

Lake City Reporter
180 E Duval Street
Lake City, FL 32055
386.754.0401

DIXIE

Dixie County Advocate
174 County Road 351
Cross City, FL 32628
352.498.3312

GILCHRIST

Gilchrist County Journal
207 N Main St
Trenton, FL 32693
352.463.7135

HAMILTON

Jasper News
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

JEFFERSON

Monticello News
PO Drawer 772
Madison, FL 32344
850.997.3568

LAFAYETTE

Mayo Free Press
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

LEVY

Levy County Journal
PO Box 159
Bronson, FL 32621
352.486.2312

MADISON

Madison Carrier
PO Drawer 772
Madison, FL 32344
850.973.4141

SUWANNEE

Suwannee Democrat
521 Demorest Street SE
Live Oak, FL 32064
386.364.1734

TAYLOR

Taco Times
PO Box 888
Perry, FL 32348
850.584.5513

UNION

Union County Times
125 E Main Street
Lake Butler, FL 32054
386.496.2261

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES**

OFFICE USE ONLY

Application Number: _____

Category: _____

Section/Mile Post: _____

Section/Mile Post: _____

Received By: _____
FDOT STAFF (TYPE OR PRINT)

Date: _____

State Road: _____

State Road: _____

Instructions – To Applicant

- Contact the Department of Transportation to determine what plans and other documents you are required to submit with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the Department of Transportation.
- For help with this form contact your local Maintenance or District Office.
 - Or visit our website at <https://www3.dot.state.fl.us/OneStopPermitting/Home.aspx> for the contact person and phone number in your area.
 - You may also email – driveways@dot.state.fl.us
 - Or call your District or local Florida Department of Transportation Office and ask for Driveway Permits.

Please print or type

APPLICANT:

Check one:

Owner Lessee Contract to Purchase

Name: Alachua A One, LLC

Responsible Officer or Person: James McCauley

If the Applicant is a Company or Organization, Name: Alachua A One, LLC

Address: 15260 NW 147th Drive, Suite 100`

City, State: Alachua, Florida

Zip: 32615 Phone: (386) 418-1222 Fax: _____

Email: mccauleyjmd@yahoo.com

LAND OWNER: (If not applicant)

Name: _____

If the Applicant is a Company or Organization, Name: _____

Address: _____

City, State: _____

Zip: _____ Phone: _____ Fax: _____

Email: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES**

AUTHORIZED REPRESENTATIVE: If specified by Applicant to handle, represent, sign, and file the application –
NOTE: A notarized letter of authorization must be provided with the Application.

Name: Robert Walpole, P.E.
Company Name: CHW
Address: 132 NW 76th Drive
City, State: Gainesville, Florida
Zip: 32607 Phone: (352) 331-1976 Fax: (352) 331-2476
Email: walpole@chw-inc.com

Address of property to be served by permit (if known):
TBD

If address is not known, provide distance from nearest intersecting public street (such as, 500 feet south of Main St.)
NW quadrant of I-75 & US -441

Check here if you are requesting a

new driveway temporary driveway modification to existing driveway safety upgrade

Does the property owner own or have any interests in any adjacent property?

No Yes, if yes – please describe:

Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?

No Yes, if yes – list them on our plans and indicate the proposed and existing access points.

Local Government Development Review or Approval Information:

Local Government Contact: City of Alachua
Name: Adam Boukari
Government Agency: City of Alachua
Phone #: (386) 418-6100

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**DRIVEWAY/CONNECTION APPLICATION
 FOR ALL CATEGORIES**

If you are requesting commercial or industrial access, please indicate the types and number of businesses and provide the floor area square footage of each. Use additional sheets if necessary.

Business (Name and Type)	Square Footage	Business (Name and Type)	Square Footage
1.		3.	
2.		4.	

If you are requesting a residential development access, what is the type (single family, apartment, townhouse) and number of units?

Type	Number of Units

Provide an estimate of the daily traffic volume anticipated for the entire property at build out. (An individual single family home, duplex, or quad-plex is not required to complete this section).

Daily Traffic Estimate = _____ (Use the latest Institute of Transportation Engineers (ITE) Trip Generation Report)

If you used the ITE Trip Generation Report, provide the land use code, independent variable, and reference page number.

ITE Land Use Code	Independent Variable	ITE Report page number reference
-------------------	----------------------	----------------------------------

Check with the Florida DOT Office where you will return this form to determine which of the following documents are required to complete the review of your application.

Plans should be 11" x 17" (scale 1" x 50") Note: No plans larger than 24" x 36" will be accepted a) Highway and driveway plan profile b) Drainage plan showing impact to the highway right-of-way c) Map and letters detailing utility locations before and after Development in and along the right of way d) Subdivision, zoning, or development plans e) Property map indicating other access, bordering roads and streets	f) Proposed access design g) Parcel and ownership maps including easements (Boundary Survey) h) Signing and striping plans i) Traffic Control/Maintenance of Traffic plan j) Proof of liability insurance k) Traffic Impact Study l) Cross section of roadway every 100' if exclusive turn lanes are required
---	---

Important Notices to Applicant Before Signing Application

The Department Reserves The Right To Change Traffic Features And Devices In Right Of Way At Any Time
 Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features and devices in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features or devices shall not create any interest in the maintenance of such features or devices.

Significant Changes In Property Use Must Undergo Further Review
 If an access permit is issued to you it will state the terms and conditions for its use. Significant changes in the use as defined in Section 335.182(3), Florida Statutes, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

All Information I Give Is Accurate
 I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate.

Starting Work On The Driveway Connection After I Get My Permit Means I Accept All the Conditions In My Permit
 I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection, I am accepting all conditions listed in my Permit.

Applicant Name (Printed): JAMES McPHERSON

Applicant's signature: *James McPherson* Date: _____