

**SUBDIVIDERS AGREEMENT  
FOR  
SAVANNAH STATION PHASE 2A, UNIT 1**

THIS SUBDIVIDERS AGREEMENT for Savannah Station Phase 2A, Unit 1 (the "Agreement") is made this 9<sup>th</sup> day of December, 2019.

BETWEEN

DEVELOPER: FLETCHER DEVELOPMENT, LLC  
A Florida Corporation (the "Developer")  
Whose address is: 4510 NW 6<sup>th</sup> Place  
3<sup>d</sup> Floor  
Gainesville, FL 32607

**RECORDED IN OFFICIAL RECORDS**  
**INSTRUMENT # 3235366 25 PG(S)**  
1/6/2020 1:11 PM  
BOOK 4744 PAGE 1712  
J.K. JESS IRBY, ESQ.  
Clerk of the Court, Alachua County, Florida  
ERECORDED Receipt # 929031  
Doc Stamp-Mort: \$0.00  
Doc Stamp-Deed: \$0.00  
Intang. Tax: \$0.00

AND

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

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

WHEREAS, the Developer is developing a residential subdivision in the City known as Savannah Station Phase 2A, Unit 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Savannah Station Phase 2A, Unit 1 as set forth in Plat Book 36 page 55 of the Public Records of Alachua County (the "Plat"), attached hereto as Exhibit "B";

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

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

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

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

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

1. **Recitals**: The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **Certificate of Concurrency Compliance**: The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
3. **Construction**: The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the construction plans, prepared by the Developer's design engineer (the "Plans") which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project in a reasonably diligent manner to assure completion on or before September 1, 2020.
4. **Drainage**: Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.
5. **Fire Flow**: The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.
6. **Conveyance**: The conveyance by the Developer to the City of all of the required public utility infrastructure improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project (the "Improvements")] shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one year warranty period as described in Paragraph 11 below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.
7. **Compliance**: The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and plat for the Project, City's LDRs, and all other local regulations and ordinances, laws, rules, and regulations.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat for the Project. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.
  
9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:
  - a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide an irrevocable letter of credit which shall have an expiration date of November 1, 2020 to the City in the amount of \$1,164,739.80 (125% of the \$931,791.84 construction costs as set forth in the Certification in attached Exhibit "D") as the guarantee of the satisfactory construction of all of the Improvements required for the Project.
  - b. Upon the Developer's completion of the Improvements and the City's approval (but not acceptance) of the completed Improvements, the compliance provisions in subparagraph a above, and the Developer providing an acceptable irrevocable letter of credit to the City for 10 percent of the certified value of the Improvements as the maintenance surety (approximately \$93,179.18 as set forth in the Certification in attached Exhibit "D"), the City will return the original \$1,164,739.80 irrevocable Letter of Credit to the Developer, less any drawdowns to the City to complete any Improvements.
  
10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before September 1, 2020. During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:
  - a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
  - b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
  - c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.

- d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
- e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
- f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

The Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Paragraph shall submit to the City the inspection reports. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City's Public Services Department with a copy to the City's Department of Planning and Community Development. City may in its sole discretion, demand in writing the immediate correction of any discrepancies contained on any of the inspection reports within a reasonable period set forth in the written demand. If the correction is not completed in the timeframe in the demand, the City is authorized to make a demand on the irrevocable Letter of Credit in order to correct the discrepancy.

Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide an irrevocable letter of credit of 10% of the certified cost of construction as the one year maintenance surety to the City as set forth in Paragraphs 9.b. above and 12 below.

11. **No Final Inspections or Occupancy:** In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice is given that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services until the Improvements required in this Agreement have been approved in accordance with this Agreement. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval has occurred.

12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within two weeks of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this Agreement.
  
13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation and the City Commission has accepted the Improvements. Within 60 days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and shall return to Developer the balance of the maintenance irrevocable letter of credit for the Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.
  
14. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.
  
15. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".
  
16. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.
  
17. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

18. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.
19. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
20. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 23 below.
21. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.
22. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any irrevocable letter of credit provided by Developer hereunder, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.
23. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

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

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

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

Developer: Fletcher Development, LLC  
 4510 NW 6<sup>th</sup> Place  
 3<sup>d</sup> Floor  
 Gainesville, FL 32607

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

33. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.
34. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.
35. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.
36. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

Attest:

  
Adam Boukari, City Manager/Clerk

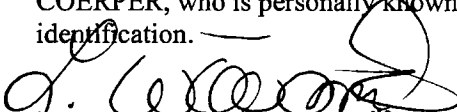

CITY OF ALACHUA

By:

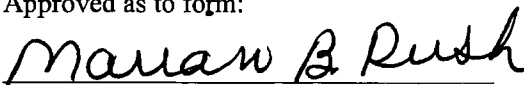
  
Gib Coerper, Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A was acknowledged before me this 9 day of December, 2019, by GIB COERPER, who is personally known to me or who produced pda as identification.

  
Notary Public, State of Florida  
Commission No.: 21  
Expiration: 2022  
LEANNE WILLIAMS  
Commission # GG 191426  
Expires July 1, 2022  
Bonded Thru Budget Notary Services  


Approved as to form:

  
Marian B. Rush, City Attorney





**EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1****LEGAL DESCRIPTION**

17-0293.04

**DATE:** October 7, 2019**CLIENT:** FLETCHER DEVELOPMENT**PROJECT NAME:** SAVANNAH STATION PHASE 2 – REVISIONS TO PLAT**PROJECT NO:** 17-0293.04**DESCRIPTION FOR:** PHASE 2A, UNIT 1 (Part of TP 03980-002-001)**PARCEL A:**

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 656.87 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 395.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 6.83 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 44.03 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 221.89 FEET TO THE NORTH BOUNDARY LINE OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE NORTH 48°05'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 7.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°58'47" WEST, 24.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 58°14'05" AND AN ARC LENGTH OF 25.41 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°23'35" WEST, 111.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 105°04'05" AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°30'53" WEST, 19.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 46°49'53" AND AN ARC LENGTH OF 20.43 FEET TO END OF SAID CURVE; THENCE NORTH 48°06'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 183.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4.57 ACRES, MORE OR LESS.

**EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1**

TOGETHER WITH:

PARCEL B:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH  $41^{\circ}53'43''$  EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH  $48^{\circ}06'05''$  EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 183.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $71^{\circ}30'53''$  EAST, 19.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $46^{\circ}49'53''$  AND AN ARC LENGTH OF 20.43 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $42^{\circ}23'35''$  EAST, 111.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $105^{\circ}04'05''$  AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $18^{\circ}58'47''$  EAST, 24.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $58^{\circ}14'05''$  AND AN ARC LENGTH OF 25.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $48^{\circ}05'05''$  EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $41^{\circ}40'59''$  EAST, 32.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $12^{\circ}31'21''$  AND AN ARC LENGTH OF 32.78 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $62^{\circ}32'29''$  EAST, 22.67 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $53^{\circ}54'43''$  AND AN ARC LENGTH OF 23.52 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $89^{\circ}40'25''$  EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 59.88 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $89^{\circ}20'40''$  EAST, 3.43 FEET; THENCE, DEPARTING SAID NORTH BOUNDARY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $01^{\circ}57'49''$  AND AN ARC LENGTH OF 3.43 FEET TO THE END OF SAID CURVE; THENCE NORTH  $00^{\circ}15'29''$  EAST, A DISTANCE OF 129.79 FEET; THENCE SOUTH  $89^{\circ}44'31''$  EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH  $00^{\circ}15'29''$  WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH  $89^{\circ}44'39''$  EAST, A DISTANCE OF 114.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $45^{\circ}17'14''$  EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}56'31''$  AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $89^{\circ}48'00''$  EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}42'46''$  EAST, 35.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $88^{\circ}27'46''$  AND AN ARC LENGTH OF

**EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1**

39.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°17'14" EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°41'02" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°18'58" WEST, A DISTANCE OF 21.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°34'44" EAST, 21.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25" AND AN ARC LENGTH OF 22.60 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°05'33" EAST, 14.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°45'47" AND AN ARC LENGTH OF 14.09 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°40'36" EAST, A DISTANCE OF 158.84 FEET; THENCE SOUTH 81°11'45" EAST, A DISTANCE OF 15.16 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGE 1317 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°30'54" WEST, ALONG THE WEST BOUNDARY LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 89.50 FEET TO THE NORTHEAST CORNER OF LOT 89, OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE, DEPARTING SAID WEST BOUNDARY LINE, NORTH 89°30'38" WEST, ALONG AFOREMENTIONED NORTH BOUNDARY LINE OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 205.10 FEET; THENCE SOUTH 00°27'03" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 45.01 FEET; THENCE NORTH 89°34'37" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 726.71 FEET; THENCE NORTH 00°28'06" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

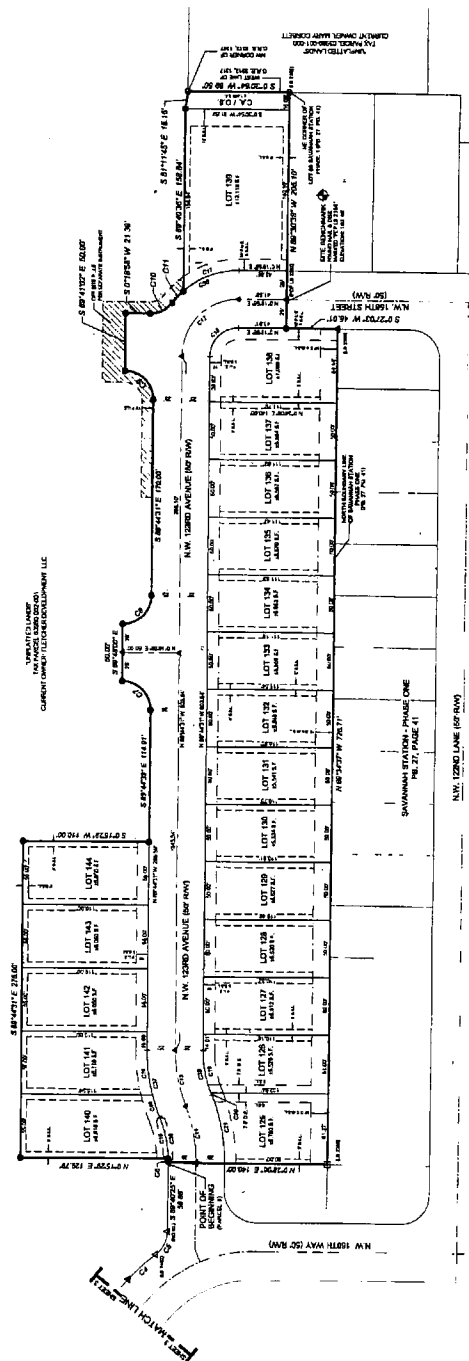
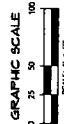
SAID PARCEL OF LAND CONTAINING 3.89 ACRES, MORE OR LESS.

SAID PARCELS OF LANDS COMBINED CONTAINING A NET ACREAGE OF 8.46 ACRES, MORE OR LESS.



[illegible][illegible]

**FLOOD ZONE:**  
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS INTERPOLATED FROM FEMA FLOOD PANEL NO. 130 OF 840, COLUMBIA COUNTY, MISS. "12088 OF 840" DATED 08/11/08.





## **EXHIBIT "C" - SAVANNAH STATION PHASE 2A, UNIT 1**

### **CERTIFICATE OF CONCURRENCY COMPLIANCE FOR SAVANNAH STATION PHASE 2A, UNIT 1**

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Fletcher Development, LLC, a Florida Corporation ("Developer") by City of Alachua, Florida ("City") this 9<sup>th</sup> day of December, 2019.

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

**WHEREAS**, the developer is developing a residential subdivision in the CITY known as Savannah Station Phase 2A, Unit 1 (the "Project"), legally described in attached Exhibit "A";

**WHEREAS**, the DEVELOPER has secured a Subdivider's Agreement for Savannah Station Phase 2A, Unit 1 from the City for the Project (herein "Subdividers Agreement") as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

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

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

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

**WHEREAS**, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 37 residential units;

**WHEREAS**, the Project is now ready to proceed to Final Plat for Phase 2A, Unit 1 the 37 units;

**WHEREAS**, the Developer intends to immediately initiate construction on Savannah Station Phase 2A, Unit 1;

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

**WHEREAS**, the Developer of the Project further agrees to submit payment for water



connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit; and

**WHEREAS**, the City has determined that adequate water and wastewater capacity exists to serve Savannah Station Phase 2A, Unit 1.

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

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

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

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

1. The above recitals are true and correct and are incorporated into this Certificate by reference.
2. The City will reserve 9,250 gallons per day (37 lots x 250 gallons per day) of wastewater capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider's Agreement, on file with the City.
3. The City will reserve 10,175 gallons per day (37 lots x 275 gallons per day) of water capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits including but not limited to, construction plans and Subdividers Agreement, on file with the City.
4. The City will reserve the following trips of traffic capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: 349 Average Annual Daily Trips ("AADT") and 36 Peak Hour Trips along CR 235 (from South City Limits to CR 241); 17 AADT and 2 Peak Hour Trips


along CR 2054 West (West of SR235) .

5. The City will reserve 0.48 acres (2.6 persons per household x 37 units x 5 acres per 1,000 persons) of recreation capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits, including but not limited to the construction plans and Subdividers Agreement, on file with the City.
6. The City will reserve 70 tons per year (0.73 tons per capita per year x 2.6 persons per household x 37 units) of solid waste capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits on file, including but not limited to, construction plans and Subdividers Agreement, on file with the City.
7. The City will reserve five (5) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, two (2) student stations in the Alachua SCSA for middle schools, and three (3) student stations in the Alachua SCSA for high schools, Savannah Station Phase 2A, Unit 1.
8. This Certificate shall remain in effect for a period of one year from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission of the City of Alachua.
9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdivider's Agreement executed by the Developer and City for the Project dated the 9th day of December, 2019. Failure to comply with the term of that Subdivider's Agreement shall result in the termination of the reservations in this Certificate.
10. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

**THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED** this 9<sup>th</sup>

day of December, 2019, and is subject to the terms and findings as stated herein.

Attest:


  
 Amani Boukari, City Manager/Clerk/  
 Land Development Administrator

CITY OF ALACHUA

By:   
 The Hon. Gib Coerper, Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Savannah Station Phase 2A-1 was acknowledged before me this 9 day of December, 2019, by Gib Coerper, who is personally known to me or who produced \_\_\_\_\_ as identification.



Notary Public, State of Florida at large

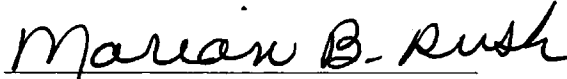
Commission No.:

Expiration:



LEANNE WILLIAMS  
Commission # GG 191420  
Expires July 1, 2022  
Bonded Thru Budget Notary Services

Approved as to form



Marian B. Rush, City Attorney

**SIGNATURES CONTINUED ON NEXT PAGE**

Witnesses:

DEVELOPER: Fletcher Development, LLC

Rochelle L. George <sup>Rochelle</sup>  
Genevieve Blake <sup>George</sup>

By: [Signature]  
 George Fletcher, President

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

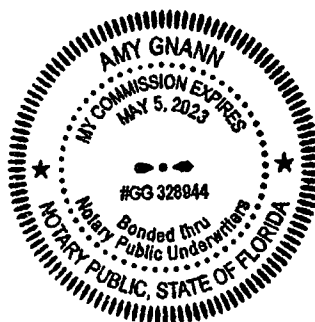
THE FOREGOING Certificate of Concurrency Compliance for Savannah Station Phase 2A-1 was acknowledged before me this 5 day of December, 2019, by George Fletcher, who is personally known to me or who produced \_\_\_\_\_ as identification.

Amy Gnann

Notary Public, State of Florida at large  
 Commission No.:

Expiration:

[SEAL]



**EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1 CERTIFICATE OF CONCURRENCY****LEGAL DESCRIPTION**

17-0293.04

**DATE:** October 7, 2019**CLIENT:** FLETCHER DEVELOPMENT**PROJECT NAME:** SAVANNAH STATION PHASE 2 – REVISIONS TO PLAT**PROJECT NO:** 17-0293.04**DESCRIPTION FOR:** PHASE 2A, UNIT 1 (Part of TP 03980-002-001)**PARCEL A:**

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 656.87 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 395.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 6.83 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 44.03 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 221.89 FEET TO THE NORTH BOUNDARY LINE OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE NORTH 48°05'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 7.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°58'47" WEST, 24.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 58°14'05" AND AN ARC LENGTH OF 25.41 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°23'35" WEST, 111.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 105°04'05" AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°30'53" WEST, 19.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 46°49'53" AND AN ARC LENGTH OF 20.43 FEET TO END OF SAID CURVE; THENCE NORTH 48°06'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 183.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4.57 ACRES, MORE OR LESS.

**EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1 CERTIFICATE OF CONCURRENCY**  
TOGETHER WITH:

PARCEL B:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH  $41^{\circ}53'43''$  EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH  $48^{\circ}06'05''$  EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 183.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $71^{\circ}30'53''$  EAST, 19.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $46^{\circ}49'53''$  AND AN ARC LENGTH OF 20.43 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $42^{\circ}23'35''$  EAST, 111.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $105^{\circ}04'05''$  AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $18^{\circ}58'47''$  EAST, 24.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $58^{\circ}14'05''$  AND AN ARC LENGTH OF 25.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $48^{\circ}05'05''$  EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $41^{\circ}40'59''$  EAST, 32.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $12^{\circ}31'21''$  AND AN ARC LENGTH OF 32.78 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $62^{\circ}32'29''$  EAST, 22.67 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $53^{\circ}54'43''$  AND AN ARC LENGTH OF 23.52 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $89^{\circ}40'25''$  EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 59.88 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $89^{\circ}20'40''$  EAST, 3.43 FEET; THENCE, DEPARTING SAID NORTH BOUNDARY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $01^{\circ}57'49''$  AND AN ARC LENGTH OF 3.43 FEET TO THE END OF SAID CURVE; THENCE NORTH  $00^{\circ}15'29''$  EAST, A DISTANCE OF 129.79 FEET; THENCE SOUTH  $89^{\circ}44'31''$  EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH  $00^{\circ}15'29''$  WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH  $89^{\circ}44'39''$  EAST, A DISTANCE OF 114.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $45^{\circ}17'14''$  EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}56'31''$  AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $89^{\circ}48'00''$  EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}42'46''$  EAST, 35.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $88^{\circ}27'46''$  AND AN ARC LENGTH OF

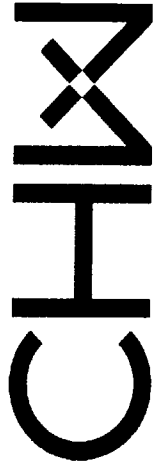
**EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1 CERTIFICATE OF CONCURRENCY**

39.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°17'14" EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°41'02" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°18'58" WEST, A DISTANCE OF 21.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°34'44" EAST, 21.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25" AND AN ARC LENGTH OF 22.60 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°05'33" EAST, 14.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°45'47" AND AN ARC LENGTH OF 14.09 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°40'36" EAST, A DISTANCE OF 158.84 FEET; THENCE SOUTH 81°11'45" EAST, A DISTANCE OF 15.16 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGE 1317 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°30'54" WEST, ALONG THE WEST BOUNDARY LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 89.50 FEET TO THE NORTHEAST CORNER OF LOT 89, OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE, DEPARTING SAID WEST BOUNDARY LINE, NORTH 89°30'38" WEST, ALONG AFOREMENTIONED NORTH BOUNDARY LINE OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 205.10 FEET; THENCE SOUTH 00°27'03" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 45.01 FEET; THENCE NORTH 89°34'37" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 726.71 FEET; THENCE NORTH 00°28'06" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 3.89 ACRES, MORE OR LESS.

SAID PARCELS OF LANDS COMBINED CONTAINING A NET ACREAGE OF 8.46 ACRES, MORE OR LESS.

# EXHIBIT "D" - SAVANNAH STATION PHASE 2A, UNIT 1



Professional Consultants

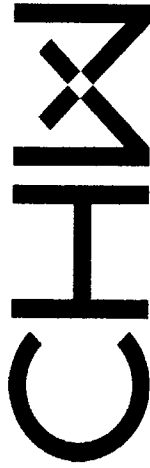
Project Name: Savannah Station Phase 2A-1  
CHW Project No: 17-0293  
Date: 11/21/2019

## Phase 2A-1

Item No.	Item	Qty	Unit	Unit Cost	Cost
<b>DEMOLITION/EARTHWORK</b>					
1	Clearing and Grubbing	8.45	AC	\$ 2,500.00	\$ 21,125.80
2	Excavation	14,431	CY	\$ 4.50	\$ 64,939.50
3	Fill	5,271	CY	\$ 4.50	\$ 23,719.50
4	Sod (within ROW and common areas)	96,230	SF	\$ 0.35	\$ 33,680.50
5	Seed (within lots)	217,199	SF	\$ 0.10	\$ 21,719.90
6	Silt Fence	3,512	LF	\$ 2.50	\$ 8,780.00
7	Tree Barricade	387	LF	\$ 4.00	\$ 1,548.00
<b>Earthwork Subtotal</b>					<b>\$ 175,513.20</b>
<b>ROADWAY</b>					
8	Asphaltic Concrete, 1.5" SP 9.5	343	TN	\$ 95.00	\$ 32,585.00
9	6" Limerock Base (Optional Base Group 4)	4,154	SY	\$ 11.00	\$ 45,694.00
10	12" Type B Stabilized Subgrade	5,596	SY	\$ 4.50	\$ 25,182.00
11	Concrete Sidewalks, 4"	12,978	SF	\$ 5.00	\$ 64,890.00
12	Type 'F' Curb and Gutter	2,954	LF	\$ 28.00	\$ 82,712.00
13	Striping and Signage	1	LS	\$ 5,000.00	\$ 5,000.00
14	Detectable Warnings	70	SF	\$ 28.00	\$ 1,960.00
<b>Roadway Subtotal</b>					<b>\$ 258,023.00</b>
<b>SANITARY SEWER</b>					
15	8" PVC Wastewater Main	1,278	LF	\$ 27.00	\$ 34,506.00
16	Sanitary Sewer Laterals 4" PVC w/ CO	1,291	LF	\$ 16.00	\$ 20,656.00
17	Sanitary Manhole	8	EA	\$ 4,150.00	\$ 33,200.00
<b>Sanitary Sewer Subtotal</b>					<b>\$ 88,362.00</b>
<b>WATER SERVICE</b>					
18	Single Water Service (2" PVC), Short	3	EA	\$ 658.00	\$ 1,974.00
19	Single Water Service (2" PVC), Long	2	EA	\$ 933.00	\$ 1,866.00
20	Double Water Service (2" PVC), Short	10	EA	\$ 786.00	\$ 7,860.00
21	Double Water Service (2" PVC), Long	6	EA	\$ 1,463.00	\$ 8,778.00
22	4" PVC Water Service Sleeve	272	LF	\$ 25.00	\$ 6,800.00
23	Fire Hydrant Assembly	3	EA	\$ 4,500.00	\$ 13,500.00
24	8" PVC Watermain	1,424	LF	\$ 20.00	\$ 28,480.00
25	8" DIP Watermain	162	LF	\$ 34.00	\$ 5,508.00
26	3" Blow-Off Assembly	3	EA	\$ 2,500.00	\$ 7,500.00
27	8" Gate Valve	4	EA	\$ 2,000.00	\$ 8,000.00



EXHIBIT "D" - SAVANNAH STATION PHASE 2A, UNIT 1



Professional Consultants

Project Name: Savannah Station Phase 2A-1  
CHW Project No: 17-0293  
Date: 11/21/2019

DRAINAGE			Water Service Subtotal	\$	90,266.00
28	Storm Water Pipe (15" RCP)	797	LF	\$ 22.00	\$ 17,534.00
29	Storm Water Pipe (18" RCP)	461	LF	\$ 27.00	\$ 12,447.00
30	Storm Water Pipe (24" RCP)	447	LF	\$ 45.00	\$ 20,115.00
31	Type '5' Curb Inlet	6	EA	\$ 5,000.00	\$ 30,000.00
32	Type '6' Curb Inlet	4	EA	\$ 6,000.00	\$ 24,000.00
33	Type 'C' Inlet	2	EA	\$ 4,000.00	\$ 8,000.00
34	Storm Manhole	3	EA	\$ 3,600.00	\$ 10,800.00
35	Modify Existing Drainage Structure	2	EA	\$ 2,000.00	\$ 4,000.00
Drainage Subtotal				\$	126,896.00
ELECTRIC					
36	Primary Electric Conduit (2")	1,649	LF	\$ 7.00	\$ 11,543.00
37	Secondary Electric Conduit (1.5")	279	LF	\$ 6.00	\$ 1,674.00
38	Secondary Electric Conduit (2.5")	2,127	LF	\$ 8.00	\$ 17,016.00
39	Electric Connection Fee	36	EA	\$ 200.00	\$ 7,200.00
Electric Subtotal				\$	37,433.00
Subtotal				\$	776,493.20
Mobilization (10%)				\$	77,649.32
Contingency (10%)				\$	77,649.32
TOTAL				\$	931,791.84

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

Daniel H. Young, P.E.  
State of Florida, Professional  
Engineer, License No. 70780

This item has been digitally  
signed and sealed by Daniel  
H. Young, P.E. on the date  
indicated here. 12/03/2019

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CHW  
Professional Consultants  
11801 Research Drive  
Alachua, Florida 32615  
(352) 331-9776  
www.chw-inc.com  
est. 1988 FLORIDA  
CA-5075