

Magnolia Parke Planned Development (PD)
Rezoning
Application Packet

Prepared for Submittal to:
The City of Gainesville, Florida

Prepared on Behalf of:
HCA Federal Credit Union

Prepared by:



May 6, 2013

PN 13-0128

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May 2, 2013

Mr. Erik Bredfeldt, AICP, Ph.D., Planning and Development Director
City of Gainesville Planning & Development Services
306 Northeast 6th Street
Gainesville, FL 32601

Re: Planned Development Rezoning

Dear Mr. Bredfeldt:

On behalf of the property owner, LLC, Causseaux, Hewett, & Walpole, Inc. (CHW) submits the attached Planned Development Rezoning application and attachments. Please find attached to this letter the following documentation:

- PD Rezoning Application;
- Agent Authorization Form;
- Legal Description;
- Property Deeds and Tax Record Cards;
- PD Layout Plan
- PD Report; and
- Neighborhood Workshop Materials

We trust this submittal is sufficient for your review, recommendation for approval, presentation to the City Plan Board at their June 27, 2013 meeting, and subsequent City Commission meetings. If you have any questions or need additional information, please call myself or Gerry Dedenbach directly.

Sincerely,
Causseaux, Hewett, & Walpole, Inc.

Guy Parola, AICP
Planning Project Manager

I:\JOBS\2013\13-0068\City-County\ss-cpa submittal letter.doc

132 NW 76th Drive
Gainesville, Florida 32607

Phone: (352) 331-1976
Fax: (352) 331-2476
www.chw-inc.com

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APPLICATION—CITY PLAN BOARD
Planning & Development Services

OFFICE USE ONLY	
Petition No. _____	Fee: \$ _____
1 st Step Mtg Date: _____	EZ Fee: \$ _____
Tax Map No. _____	Receipt No. _____
Account No. 001-660-6680-3401 []	
Account No. 001-660-6680-1124 (Enterprise Zone) []	
Account No. 001-660-6680-1125 (Enterprise Zone Credit []	

Owner(s) of Record (please print)	
Name: The Denney Family Lim. Partnership	
Address: 3951 NW 48th Ter., Ste 307 Gainesville, FL 32606	
Phone: _____	Fax: _____
(Additional owners may be listed at end of applic.)	

Applicant(s)/Agent(s), if different	
Name: Causseaux, Hewett, & Walpole, Inc.	
Address: 132 NW 76th Drive Gainesville, FL 32607	
Phone: 352-331-1976	Fax: 352-331-2476

***Note:** It is recommended that anyone intending to file a petition for amendments to the future land use map or zoning map atlas, meet with the Department of Community Development prior to filing the petition in order to discuss the proposed amendment and petition process. Failure to answer all questions will result in the application being returned to the applicant.*

REQUEST

Check applicable request(s) below:

Future Land Use Map []	Zoning Map <input checked="" type="checkbox"/>	Master Flood Control Map []
Present designation: _____	Present designation: PD	Other [] Specify: _____
Requested designation: _____	Requested designation: PD	

INFORMATION ON PROPERTY

1. Street address: 4720 NW 39th Avenue, Gainesville, FL 32606
2. Map no(s): 3443 <small>06061-001-000, 06061-002-000, 06061-002-001, 06061-002-002, 06061-002-003, 06061-003-000, 06061-003-001, 06061-003-002, 06061-003-004, 06061-003-005,</small>
3. Tax parcel no(s): <small>06061-003-006, 06064-005-000, 06064-005-001, 06064-050-001, 06064-050-002,</small>
4. Size of property: 29.6 acre(s) <small>06064-050-003, 06064-050-004, 06064-050-005, 06064-050-006, 06064-050-007, 06064-050-008, and 06064-050-009</small>

*All requests for a land use or zoning change for property of less than 3 acres are encouraged to submit a market analysis or assessment, at a minimum, justifying the need for the use and the population to be served. All proposals for property of 3 acres or more **must** be accompanied by a market analysis report.*

Certified Cashier's Receipt:

- 5. Legal description (attach as separate document, using the following guidelines):
 - a. Submit on 8 ½ x 11 in. sheet of paper, separate from any other information.
 - b. May not be included as part of a Purchase Agreement, Contract for Sale, Lease Agreement, Transfer of Title, Warranty Deed, Notice of Ad Valorem Taxes, Print-outs from Property Appraiser’s Office, etc.
 - c. Must correctly describe the property being submitted for the petition.
 - d. Must fully describe directions, distances and angles. Examples are: North 20 deg. West 340 feet (not abbreviated as N 20 deg. W 340’); Right-of-Way (not abbreviated as R/W); Plat Book (not abbreviated as PB); Official Records Book 1, page 32 (not abbreviated as OR 1/32); Section 1, Township 9 South, Range 20 East (not abbreviated as S1-T9S-R20E).

6. **INFORMATION CONCERNING ALL REQUESTS FOR LAND USE AND/OR ZONING CHANGES** (NOTE: *All development associated with rezonings and/or land use changes must meet adopted level of service standards and is subject to applicable concurrency requirements.*)

A. What are the existing surrounding land uses?

North

Multi-Family Residential

South

Single-Family Residential

East

Multi-Family Residential

West

Commercial and Multi-Family Residential

B. Are there other properties or vacant buildings within ½ mile of the site that have the proper land use and/or zoning for your intended use of this site?

NO

YES If yes, please explain why the other properties cannot accommodate the proposed use?

Our client does not own the other properties. This application applies to an existing, approved Planned Development (PD).

C. If the request involves nonresidential development adjacent to existing or future residential, what are the impacts of the proposed use of the property on the following:

Residential streets

See Justification Report.

Noise and lighting

See Justification Report.

D. Will the proposed use of the property be impacted by any creeks, lakes, wetlands, native vegetation, greenways, floodplains, or other environmental factors or by property adjacent to the subject property?

NO X YES ____ (If yes, please explain below)

E. Does this request involve either or both of the following?

a. Property in a historic district or property containing historic structures?

NO X YES ____

b. Property with archaeological resources deemed significant by the State?

NO X YES ____

F. Which of the following best describes the type of development pattern your development will promote? (please explain the impact of the proposed change on the community):

Redevelopment X
Activity Center ____
Strip Commercial ____

Urban Infill ____
Urban Fringe ____
Traditional Neighborhood ____

Explanation of how the proposed development will contribute to the community.

- G. What are the potential long-term economic benefits (wages, jobs & tax base)?

This application will allow for the re-use of an existing fast-food restaurant.

- H. What impact will the proposed change have on level of service standards?

Roadways

See Justification Report.

Recreation

See Justification Report.

Water and Wastewater

See Justification Report.

Solid Waste

See Justification Report.

Mass Transit

See Justification Report.

- I. Is the location of the proposed site accessible by transit, bikeways or pedestrian facilities?

NO

YES (please explain)

-RTS routes: 43 and 39.

-Sidewalks on NW 39th Avenue and within Magnolia Parke.

-Bike lanes are located along NW 39th Avenue.

CERTIFICATION

The undersigned has read the above application and is familiar with the information submitted. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned hereby attests to the fact that the parcel number(s) and legal description(s) shown in questions 3 and 5 is/are the true and proper identification of the area for which the petition is being submitted. Signatures of all owners or their agent are required on this form. Signatures by other than the owner(s) will be accepted only with notarized proof of authorization by the owner(s).

Owner of Record	
Name:	The Denney Family Lim. Partnership
Address:	3951 NW 48th Ter., Ste 307 Gainesville, FL 32606
Phone:	Fax:
Signature:	


Owner of Record	
Name:	
Address:	
Phone:	Fax:
Signature:	

Owner of Record	
Name:	
Address:	
Phone:	Fax:
Signature:	

Owner of Record	
Name:	
Address:	
Phone:	Fax:
Signature:	

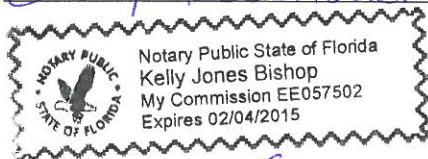
No person submitting an application may rely upon any comment concerning a proposed amendment, or any expression of any nature about the proposal made by any participant, at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

To meet with staff to discuss the proposal, please call (352) 334-5022 or 334-5023 for an appointment.


 Owner/Agent Signature
 4/30/2013
 Date

STATE OF FLORIDA
COUNTY OF Alachua

Sworn to and subscribed before me this 30th day of April 2013, by (Name)
Gerry Deddenbach




 Signature – Notary Public

Personally Known OR Produced Identification (Type) _____

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AFFIDAVIT

HCA Federal Credit Union

Owner(s)

Application Number

Causseaux, Hewett, & Walpole, Inc.

Appointed Agent(s)

06061-002-002

22

9S

19E

Parcel Number(s)

Section

Township

Range

Planned Development (PD) Rezoning and Minor Development Plan Review Applications

Type of Request

I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the City of Gainesville City Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the City of Gainesville City Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Debra M. Children
Owner (Signature) Interim CEO

N/A
Owner (Signature)

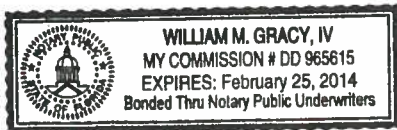
STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME THIS 15TH DAY
OF April, 2013

BY [Signature]

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE
PRODUCED Personally Known to me.

(TYPE OF IDENTIFICATION) AS IDENTIFICATION.



(SEAL ABOVE)

William M. Gracy
Name of Notary typed, printed or stamped

DD 965615
Commission Number

Magnolia Parke Owners Association, Inc.
3951 N.W. 48th Terrace • Ste. 307 • Gainesville, FL 32606

April 11, 2013

Ralph Hilliard, Planning Manager
City of Gainesville
306 NE 6th Avenue
Thomas Center B
Gainesville, FL 32601

RE: Magnolia Parke Planned Development (PD) Amendment
Agent Authorization

Dear Mr. Hilliard,

Please accept this letter on behalf of Magnolia Parke Owners Association, Inc., which represents all property owners within the development, officially designating Cousseaux, Hewett, and Walpole, Inc. (HW) as authorized agents to act on our behalf for matters associated with a Planned Development (PD) rezoning and Minor Development Plan Review applications. This letter authorizes CHW to execute any agreement(s) and other documents necessary to effectuate such agreement(s) in the processing of pursuing the aforementioned land use requests.

The Magnolia Parke Owners Association, Inc. understands that the proposed change will allow a second drive-through lane for a financial institution located on Tax Parcel 06061-002-002 and supports this amendment. The Magnolia Parke Owners Association, Inc. will be responsible for informing all other property owners in the development about the proposed changes.

Please contact me directly or Craig Brashier with CHW should you have any questions regarding this authorization letter or need any additional information to process the applications mentioned above. We appreciate your department's cooperation and look forward to working through this process.

Sincerely,



Clifford W. Denney, President
Magnolia Parke Owners Association, Inc.

352)562-9224 • Fax (352)271-8674

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LEGAL DESCRIPTION

LEGAL

13-0128

A portion of Section 6, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southeast corner of Fort Clark Forest Unit No. 1 as per plat thereof recorded in Plat Book "K", page 25 of the public records of Alachua County, Florida; and run thence South 00 degrees, 40 minutes, 00 seconds West along the Westerly Right-of-Way line of Southwest 91 Street (100 foot Right-of-Way), a distance of 532.97 feet to the Point of Beginning; thence continue South 00 degrees, 40 minutes, 00 seconds West along said Westerly Right-of-Way line, 375.68 feet; thence North 89 degrees, 26 minutes, 00 seconds West 325.00 feet; thence North 74 degrees, 29 minutes, 43 seconds West 310.35 feet; thence North 00 degrees, 40 minutes, 00 seconds East 341.92 feet; thence North 89 degrees, 38 minutes, 08 seconds East 15.03 feet; thence South 38 degrees 09 minutes 12 seconds East 6.88 feet; thence North 89 degrees, 38 minutes, 08 seconds East, 22.14 feet; thence South 60 degrees, 44 minutes, 27 seconds East 91.40 feet; thence South 89 degrees, 35 minutes, 11 seconds East 310.75 feet; thence South 89 degrees, 54 minutes, 09 seconds East 192.53 feet to the Point of Beginning.

together with

A parcel of land lying in the Southeast 1/4 of Section 22, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail and disk found marked "PCP.PRM 3447" at the intersection of the North right-of-way line of NW 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation nail and plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22; and run North 89°34'07" East along said North right-of-way line of N.W. 39th Avenue, 1033.46 feet to the Point-of-Beginning of the herein described parcel; thence continue North 89°34'07" East along said North right-of-way line, 174.20 feet; thence North 00°28'02" West, 11.48 feet; thence North 44°34'01" East, 13.71 feet; thence North 00°25'59" West, 96.67 feet; thence North 36°41'37" West, 147.76 feet; thence South 89°33'50" West, 96.49 feet; thence South 00°25'53" East, 236.98 feet to the Point-of-Beginning.

together with

The West 1/2 of the Southeast 1/4, Less the west 1/2 of the Southwest 1/4 of the Southeast 1/4 and Less the South fifty (50) feet of the East 3/4 of the Southwest 1/4 of the Southeast 1/4, all lying in Section 22, Township 9 South, Range 19 East, as recorded in the public records of Alachua County, Florida.

together with

A parcel of land situated in Section 22, Township 9 South, Range 19 East, Gainesville, Alachua County, Florida, said parcel of land being more particularly described as follows: Commence at a Florida Department of Transportation metal plate marking the south one-quarter corner of Section 22, Township 9 South, Range 19 East, and run N 00°25'25"W, along the West line of the Southeast 1/4 of said Section 22, a distance of 50.00 feet to a point on the North right-of-way line of Northwest 39th Avenue (100 foot right of way); thence run along said right-of-way line the following courses: N00°25'25"W, 4.00 feet; N89°34'07"E, 5.00 feet; S00°25'25"E, 4.00 feet; N89°34'07"E, 513.24 feet to the Point of Beginning; thence leave said right-of-way line and run N00°25'25"W, a distance of 70.06 feet; thence run S89°34'07"W, parallel with said North right-of-way line, a distance of 10.00 feet; thence run N00°25'25"W, a distance of 167.35 feet; thence run N89°34'07"E, parallel with said North right-of-way line, a distance of 276.70 feet; thence run S00°25'25"E, a distance of 144.40 feet; thence run S29°05'31"W, a distance of 37.37 feet; thence run S40°18'20"W, a distance of 79.84 feet to a point on the said North right-of-way line; thence run S89°34'07"W, a distance of 196.20 feet to the Point of Beginning.

together with

The West ½ of the Southeast 1/4, Less the west ½ of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and Less the South fifty (50) feet of the East 3/4 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, and Less right of way for Northwest 51st Street as deed to Alachua County, all lying in Section 22, Township 9 South, Range 19 East, as recorded in the public records of Alachua County, Florida.

together with

A part of the East half (E ½) of the Southeast quarter (SE ¼) of Section 22, Township 9 South, Range 19 East, Alachua County, Florida: being more particularly described as follows:

Commence at the Southeast corner of said East half (E ½) of the Southeast quarter (SE ¼) and run thence North 89 degrees, 49 minutes, 38 seconds West, along the South boundary thereof, 1322.34 feet to the Southwest corner of said East half (E ½) of Southeast quarter (SE ¼), thence North 0 degrees, 06 minutes, 22 seconds East, along the West boundary of said East half (E ½) of Southeast quarter (SE ¼), 50.00 feet to the North right-of-way line of Northwest 39th Avenue and the point of beginning, thence continue North 0 degrees, 06 minutes, 22 seconds East, along said West boundary, 645.86 feet thence South 89 degrees, 49 minutes, 38 seconds East, 250.00 feet, thence South 0 degrees, 06 minutes, 22 seconds West, parallel to said West boundary, 645.86 feet to said North right-of-way line, thence North 89 degrees, 49 minutes, 38 seconds West, along said right-of-way line 250.00 feet to the point of beginning.

together with

A parcel of land lying in the Southeast 1/4 of Section 22, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run North 00°25'25"West, along said West line, a distance of 1576.94 feet to the South line of the North 1029.87 feet of the West 1/2 of said Southeast 1/4; thence North 89°37'11"East, along said South line, a distance of 60.00 feet to the East right-of-way line of said N.W. 51st Street; thence South 00°25'25"East, along said East right-of-way line, a distance of 581.47 feet; thence North 89°34'07"East, a distance of 259.08 feet to the Point-of-Beginning of the herein described parcel; thence continue North 89°34'07"East, a distance of 284.42 feet to the West line of a Conservation Easement (Wetland Area No. 1) per O.R.B. 2168, page 615, of the public records of Alachua County, Florida; thence South 24°02'09"West, along said West line, a distance of 23.23 feet; thence South 35°09'16"West, along said West line, a distance of 40.20 feet; thence South 66°51'24"West, along said West line, a distance of 49.21 feet; thence South 22°29'48"West, along said West line, a distance of 73.01 feet; thence South 87°30'48"West, a distance of 70.88 feet; thence North 02°28'10"East, a distance of 91.51 feet; thence North 52°08'18"West, a distance of 34.05 feet; thence North 89°30'07"West, a distance of 66.87 feet; thence North 32°58'21"West, a distance of 31.79 feet; thence North, a distance of 4.57 feet to the said Point-of-Beginning.

together with

A parcel of land lying in the West 1/2 of the Southeast 1/4 of Section 22, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run thence North 89°34'07"East, along said North right-of-way line, a distance of 1321.96 feet to the East line of the said West 1/2 of the Southeast 1/4 of said Section 22; thence North 00°25'59"West, along said East line, a distance of 790.34 feet to the Point-of-Beginning of the herein described parcel; thence continue North 00°25'59"West, along said East line, a distance of 393.08 feet; thence South 89°34'07"West, a distance of 273.20 feet to the East line of a Conservation Easement (Wetland Area No. 1) per O.R.B. 2168, page 615, of the public records of Alachua County, Florida; thence South 39°32'05"East, along said East line, a distance of 36.54 feet; thence South 32°27'23"East, along said East line, a distance of 45.21 feet; thence South 10°52'33"East, a distance of 87.29 feet; thence South 05°17'20"East, a distance of 123.63 feet; thence South 17°39'05"West, along said East line, a distance of 53.59 feet; thence South 34°01'18"West, along said East line, a distance of 79.74 feet; thence North 89°42'50"East, a distance of 261.64 feet to the said Point-of-Beginning.

together with

1. A parcel of land lying in the East ½ of the Southeast ¼ of Section 22, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run thence North 89°34'07" East, along said North right-of-way line, a distance of 1321.96 feet to the West line of the said East ½ of the Southeast ¼ of said Section 22; thence continue North 89°34'07" East, along said North right-of-way line, a distance of 145.93 feet to the Point-of-Beginning of the herein described parcel; thence continue North 89°34'07" East, along said North right-of-way line, a distance of 104.03 feet; thence North 00°25'47" West, a distance of 645.58 feet; thence South 89°37'55" West, a distance of 245.00 feet to the said West line of the East ½ of the Southeast ¼ of Section 22; thence South 00°25'59" East, along said West line, a distance of 186.00 feet; thence North 89°37'55" East, a distance of 162.52 feet; thence South 00°42'48" East, a distance of 236.44 feet; thence South 21°53'45" West, a distance of 47.53 feet; thence South 00°32'01" East, a distance of 179.27 feet to the said Point-of-Beginning.

together with

A parcel of land lying in the West ½ of the Southeast ¼ of Section 22, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run thence North 89°34'07" East, along said North right-of-way line, a distance of 207.00 feet to the Point-of-Beginning of the herein described parcel; thence continue North 89°34'07" East, along said North right-of-way line, a distance of 51.94 feet; thence North 45°25'20" West, a distance of 32.44 feet; thence North 00°25'25" West, a distance of 214.47 feet; thence North 89°34'07" East, a distance of 548.95 feet; thence South 00°25'25" East, a distance of 144.40 feet; thence South 29°05'31" West, a distance of 37.37 feet; thence South 40°18'20" West, a distance of 79.84 feet to the said North right-of-way line; thence North 89°34'07" East, along said North right-of-way line, a distance of 178.07 feet; thence North 00°21'41" West, a distance of 12.86 feet; thence North 45°23'55" West, a distance of 18.54 feet; thence North 00°26'10" West, a distance of 210.99 feet; thence North 89°33'50" East, a distance of 250.53 feet; thence South 36°41'37" East, a distance of 147.76 feet; thence South 00°25'59" East, a distance of 96.67 feet; thence South 44°34'01" West, a distance of 13.71 feet; thence South 00°28'02" East, a distance of 11.48 feet to the said North right-of-way line; thence North 89°34'07" East, along said North right-of-way line, a distance of 114.20 feet to the East line of said West ½ of the Southeast ¼ of Section 22; thence North 00°25'59" West, along said East line, a distance of 244.55 feet; thence South 89°34'07" West, a distance of 130.48 feet; thence North 36°41'37" West, a distance of 13.56 feet to the beginning of a curve, concave Southwesterly, having a radius of 82.38 feet, a central angle of 53°44'33", and a chord bearing and distance of North 63°33'53" West - 74.47 feet; thence Northwesterly, along said curve, an arc distance of 77.27 feet to the end of said curve; thence South 89°33'50" West, a distance of 253.84 feet; thence North 00°26'10" West, a distance of 277.80 feet to the beginning of a curve, concave Southwesterly, having a radius of 80.00 feet, a central angle of 89°59'43", and a chord bearing and distance of North 45°26'02" West - 113.13 feet; thence Northwesterly, along said curve, an arc distance of 125.66 feet to the end of said curve; thence South 89°34'07" West, a distance of 311.83 feet to the beginning of said curve, concave Southeasterly, having a radius of 65.00 feet, a central angle of 92°40'36", and a chord bearing and distance of South 43°13'49" West - 94.05 feet; thence Southwesterly, along said curve, an arc distance of 105.14 feet to a point of reverse curvature, of a curve concave Northwesterly, having a radius of 775.44 feet, a central angle of 21°10'08", and a chord bearing and distance of South 07°28'35" West - 284.87 feet; thence Southwesterly, along said curve, an arc distance of 286.50 feet; thence South 89°35'29" West, a distance of 137.15 feet to the beginning of a

curve, concave Northeasterly, having a radius of 968.50 feet, a central angle of 13°09'10", and a chord bearing and distance of North 83°49'56"West - 221.84 feet; thence Northwesterly, along said curve, an arc distance of 222.33 feet to the said East right-of-way line of N.W. 51st Street; said point being on a non-tangent curve, concave Southeasterly, having a radius of 501.81 feet, a central angle of 11°11'29", and a chord bearing and distance of South 05°10'20"West - 97.86 feet; thence Southwesterly, along said East right-of-way line and along said curve, an arc distance of 98.02 feet to the end of said curve; thence South 00°25'25"East, along said East right-of-way line, a distance of 17.86 feet; thence North 89°34'07"East, a distance of 207.00 feet; thence South 00°25'25"East, a distance of 207.00 feet to the said Point-of-Beginning.

together with

Unit No. A of MAGNOLIA PARKE POD I-2, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3867, Page 1527, and all exhibits and amendments thereof, and recorded in Condominium Plat Book 10, Page 94-95, Public Records of Alachua County, Florida.

together with

Unit No. C of Magnolia Parke Pod I-2, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3867, Page 1527, and all exhibits and amendments thereof, Public Records of Alachua County, Florida.

together with

Unit No. D, MAGNOLIA PARKE POD I-2, A CONDOMINIUM, according to the Declaration of Condominium recorded in Official Records Book 3867, Page 1527, Public Records of Alachua County, Florida, together with the common elements appurtenant thereto.

together with

Unit No. E of Magnolia Parke Pod I-2, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3867, Page 1527, and all exhibits and amendments thereof, Public Records of Alachua County, Florida.

together with

Unit No. I, MAGNOLIA PARKE POD I-2, A CONDOMINIUM, according to the Declaration of Condominium recorded in Official Records Book 3867, Page 1527, Public Records of Alachua County, Florida, together with the common elements appurtenant thereto.

Less and except

A parcel of land lying in the West ¼ of the Southeast ¼ of Section 22, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk marked "PCP-PRM-3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run thence North 89°34'07"East, along said North right-of-way line, a distance of 476.37 feet; thence North 00°25'53"West, a distance of 322.41 feet to the Point-of-Beginning of the herein described parcel; thence North 89°34'07"East, a distance of 296.71 feet to the beginning of a curve, concave Northwesterly, having a radius of 10.00 feet, a central angle of 90°00'17", and a chord bearing and distance of North 44°33'58"East - 14.14 feet; thence Northeasterly, along said curve, an arc distance of 15.71 feet to the end of said curve; thence North 00°26'10"West, a distance of 219.49 feet to the beginning of a curve, concave Southwesterly, having a radius of 10.00 feet, a central angle of 89°59'43", and a chord bearing and distance of North 45°26'02"West - 14.14 feet; thence Northwesterly, along said curve, an arc distance of 15.71 feet to the end of said curve; thence South 89°34'07"West, a distance of 270.97 feet to the beginning of a curve, concave Southeasterly, having a radius of 10.00 feet, a central angle of 90°36'32", and a chord bearing and distance of South 44°15'51"West - 14.22 feet; thence Southwesterly, along said curve, an arc distance of 15.81 feet to a point of reverse curvature of a curve, concave Northwesterly, having a radius of 860.44 feet, a central angle of 14°35'10", and a chord bearing and distance of South 06°15'10"West - 218.46 feet; thence Southwesterly, along said curve, an arc distance of 219.05 feet to a point of reverse curvature of a curve, concave Northeasterly, having a radius of 10.00 feet, a central angle of 103°58'38", and a chord bearing and distance of South 38°26'34"East - 15.76 feet; thence Southeasterly, along said curve, an arc distance of 18.15 feet to the said Point-of-Beginning.

**APPLICATION PACKET
TABLE OF CONTENTS**

1. Cover Letter
2. PD Rezoning Application
3. Authorization/Ownership Affidavits
4. Legal Description
- 5. Tax Record Cards**
6. Deeds
7. PD Layout Plan
8. PD Report
9. Neighborhood Workshop Materials



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account At 4726 NW 39TH AVE

Real Estate Account #06061 001 000

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

[Get Bills by Email](#)

Owner: DENNY FAMILY LTD PARTNERSHIP T
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 4726 NW 39TH AVE

Account number: **06061 001 000**
 Alternate Key: 49816
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 900
 School assessed value: 900

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

[View](#)

Legal description

Location

Ad valorem: \$21.61
 Non-ad valorem: \$0.00
 Total tax:

Paid 2011-12-01 \$20.75
Effective 2011-11-30
Receipt #2011-3017941

W1/2 OF SW1/4 OF SW1/4 OF SE1/4
 LESS R/W OR 341/222 LESS R/W
 PER OR 1684/2589 LESS COM SW
 COR OF SE1/4 SEC N 54 FT POB N
 203 FT E 207 FT S 207 FT W 202
 FT N 4 FT W 5 FT POB PER OR
 1961/2375) LESS R/W FOR NW 51ST
 ST EXT PER OR 2133/1269) (LESS



Book, page, item: --
 Geo number: 22-09-19-
 06061001000
 Range: 19
 Township: 09
 Section: 22



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account At 4720 NW 39TH AVE

Real Estate Account #06061 002 000

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

[Get Bills by Email](#)

Owner: DENNEY FAMILY LIMITED PARTNERS
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 4720 NW 39TH AVE

Account number: **06061 002 000**
 Alternate Key: 49818
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 3,960,600
 School assessed value: 3,960,600

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

Ad valorem: \$95,063.51
 Non-ad valorem: \$1,171.95
 Total tax:

Paid 2011-12-01 \$92,386.04
Effective 2011-11-30
Receipt #2011-3017941

[View](#)

Legal description

SE1/4 OF SW1/4 OF SE1/4 LESS
 R/W & S 50 FT OF NE 1/4 OF
 SW1/4 OF SE1/4 (LESS THAT PT
 DESC AS: COM S1/4 COR SEC N 50
 FT N 4 FT E 5 FT S 4 FT E
 513.24 FT POB N 70.06 FT W 10
 FT N 167.35 FT W 276.70 FT S
 144.40 FT S 29 DEG W 37.37 FT

Location



Book, page, item: --
 Geo number: 22-09-19-
 06061002000
 Range: 19
 Township: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account At 4780 NW 39TH AVE

Real Estate Account #06061 002 001

Parcel details Latest bill Full bill history

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

Get Bills by Email

Owner: DENNEY FAMILY LIMITED PARTNERS
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 4780 NW 39TH AVE

Account number: **06061 002 001**
 Alternate Key: 49819
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 893,000
 School assessed value: 893,000

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

Ad valorem: \$21,434.04
 Non-ad valorem: \$671.35
 Total tax:

Paid 2011-12-01 \$21,221.17
Effective 2011-11-30
Receipt #2011-3017941

[View](#)

Legal description

COM INT N R/W 39TH AVE & THE E
 R/W OF 51ST ST N 89 DEG 34 MIN
 07 SEC E 892.52 FT POB N 89 DEG
 34 MIN 07 SEC E 140.94 FT N 00
 DEG 25 MIN 53 SEC W 236.98 FT S
 89 DEG 33 MIN 50 SEC W 154.04
 FT S 00 DEG 26 MIN 10 SEC E
 210.99 FT S 45 DEG 23 MIN 55

Location



Book, page, item: --
 Geo number: 22-09-19-
 06061002001
 Range: 19
 Township: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account At 4720 NW 39TH AVE

Real Estate Account #06061 002 002

Parcel details Latest bill Full bill history

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

Get Bills by Email

Owner: DENNEY FAMILY LIMITED PARTNERS
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 4720 NW 39TH AVE

Account number: **06061 002 002**
 Alternate Key: 49820
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 595,500
 School assessed value: 595,500

Location is not guaranteed to be accurate.

Property Appraiser - GIS

2011 annual bill

Ad valorem: \$14,293.38
 Non-ad valorem: \$697.44
 Total tax:
Paid 2011-12-01 \$14,391.19
Effective 2011-11-30
Receipt #2011-3017941

View

Legal description

COM INT N R/W 39TH AVE & E R/W
 51ST ST N 89 DEG 34 MIN 07 SEC
 E 1033.46 FT POB N 89 DEG 34
 MIN 07 SEC E 174.20 FT N 00 DEG
 28 MIN 02 SEC W 11.48 FT N 44
 DEG 34 MIN 01 SEC E 13.71 FT N
 00 DEG 25 MIN 59 SEC W 96.67 FT
 N 36 DEG 41 MIN 37 SEC W 147.76

Location

Book, page, item: --
 Geo number: 22-09-19-
 06061002002
 Range: 19
 Township: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account At 3951 NW 48TH TER

Real Estate Account #06061 002 003

Parcel details Latest bill Full bill history

- 2012
Paid
- 2011
Paid
- 2010
Paid
- 2009
Paid
- ...
- 2002
Paid

Get Bills by Email

Owner: DENNEY FAMILY LIMITED PARTNERS
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 3951 NW 48TH TER

Account number: **06061 002 003**
 Alternate Key: 49821
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 3,728,900
 School assessed value: 3,728,900

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

Ad valorem: \$89,502.17
 Non-ad valorem: \$1,249.18
 Total tax:

Paid 2011-12-01 \$87,121.30
Effective 2011-11-30
Receipt #2011-3017941

[View](#)

Legal description

COM INT N R/W 39TH AVE & E R/W
 51ST ST N 89 DEG 34 MIN 07 SEC
 E 831.94 FT N 00 DEG 26 MIN 10
 SEC W 264.96 FT POB N 00 DEG 26
 MIN 10 SEC W 302.95 FT NWLY ALG
 CURVE 73.83 FT S 89 DEG 34 MIN
 07 W 38.42 FT N 00 DEG 25 MIN
 53 SEC W 64.88 FT N 60 DEG 35

Location



Book, page, item: --
 Geo number: 22-09-19-
 06061002003
 Range: 19
 Township: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account At NW 50TH DR

Real Estate Account #06061 003 000

Parcel details Latest bill Full bill history

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

Get Bills by Email

Ow ner: DENNEY FAMILY LIMITED PARTNERS
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: NW 50TH DR

Account number: **06061 003 000**
 Alternate Key: 49822
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 465,000
 School assessed value: 465,000

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

Ad valorem: \$11,161.07
 Non-ad valorem: \$722.41
 Total tax:

Paid 2011-12-01 \$11,408.14
Effective 2011-11-30
Receipt #2011-3017941

[View](#)

Legal description

W1/2 OF SE1/4 LESS S 50 FT &
 LESS W1/2 OF SW1/4 OF SW1/4 OF
 SE1/4 LESS SE1/4 OF SW1/4 OF
 SE1/4 PER OR 1341/745 OR 293/46
 & LESS S 50 FT OF NE1/4 OF
 SW1/4 OF SE1/4 LESS N 1029.87
 FT OF NW1/4 OF SE1/4 OR
 1750/1505 & OR 1782/ 1390 & OR

Location



Book, page, item: --
 Geo number: 22-09-19-
 06061003000
 Range: 19
 Tow nship: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account At 4860 NW 39TH AVE

Real Estate Account #06061 003 001

Parcel details Latest bill Full bill history

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

Get Bills by Email

Ow ner: MARSHALL & TALAL PROPERTIES LT
 1326 E LUMSDEN RD
 BRANDON, FL 33511
 Situs: 4860 NW 39TH AVE

Account number: **06061 003 001**
 Alternate Key: 49823
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 1,433,000
 School assessed value: 1,433,000

Location is not guaranteed to be accurate.

Property Appraiser - GIS

2011 annual bill

Ad valorem: \$34,395.29
 Non-ad valorem: \$1,426.24
 Total tax:

Paid 2011-12-02 \$34,388.67
Effective 2011-11-30
Receipt #2011-3020879

View

Legal description

COM S1/4 COR OF SEC N 50 FT N 4
 FT E 5 FT S 4 FT E 513.24 FT
 POB N 70.06 FT W 10 FT N 167.35
 FT E 276.70 FT S 144.40 FT S 29
 DEG W 37.37 FT S 40 DEG W 79.84
 FT W 196.20 FT POB AKA POD "B"
 EAST OR 2167/1920 & OR 3892/929

Location

Book, page, item: --
 Geo number: 22-09-19-
 06061003001
 Range: 19
 Tow nship: 09
 Section: 22



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account At 4994 NW 39TH AVE

Real Estate Account #06061 003 002

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

[Get Bills by Email](#)

Ow ner: DENNY FAMILY LTD PARTNERSHIP T
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 4994 NW 39TH AVE

Account number: **06061 003 002**
 Alternate Key: 49824
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 1,360,200
 School assessed value: 1,360,200

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

Ad valorem: \$32,647.93
 Non-ad valorem: \$1,034.17
 Total tax:

Paid 2011-12-01 \$32,334.82
Effective 2011-11-30
Receipt #2011-3017941

[View](#)

Legal description

COM S1/4 COR SEC N 00 DEG 25
 MIN 25 SEC W 50 FT N 00 DEG 25
 MIN 25 SEC W 4 FT N 89 DEG 34
 MIN 07 SEC E 5 FT S 00 DEG 25
 MIN 25 SEC E 4 FT N 89 DEG 34
 MIN 07 SEC E 253.94 FT POB N 45
 DEG 25 MIN 20 SEC W 32.44 FT N
 00 DEG 25 MIN 25 SEC W 214.47

Location



Book, page, item: --
 Geo number: 22-09-19-
 06061003002
 Range: 19
 Tow nship: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account #06061 003 004

Real Estate Account #06061 003 004

Parcel details Latest bill Full bill history

2012	2011	2010	2009	2008
Paid	Paid	Paid	Paid	Paid

Get Bills by Email

Owner: MAGNOLIA PARKE OWNERS ASSOCIAT
3951 NW 48TH TER STE 307
GAINESVILLE, FL 32606

Situs: (unknown)

Account number: **06061 003 004**

Alternate Key: 49826

Millage code: 3600

Millage rate: 24.0023

Assessed value: 100

School assessed value: 100

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

View

Legal description

Location

Ad valorem:	\$0.00
Non-ad valorem:	\$0.00
Total tax:	
No taxes due	

COM INT N R/W 39TH AVE & E R/W
51ST ST N 00 DEG 25 MIN 25 SEC
W 1576.94 FT N 89 DEG 37 MIN 11
SEC E 60 FT S 00 DEG 25 MIN 25
SEC E 581.47 FT N 89 DEG 34 MIN
07 SEC E 259.08 FT POB N 89 DEG
34 MIN 07 SEC E 284.42 FT S 24
DEG W 23.23 FT S 35 DEG W 40.20

Book, page, item: --
Geo number: 22-09-19-
06061003004
Range: 19
Township: 09
Section: 22



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2011 Roll Details — Real Estate Account #06061 003 005

Real Estate Account #06061 003 005

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009	2008
Paid	Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: MAGNOLIA PARKE OWNERS ASSOCIAT
3951 NW 48TH TER STE 307
GAINESVILLE, FL 32606

Situs: (unknown)

Account number: **06061 003 005**

Alternate Key: 49827

Millage code: 3600

Millage rate: 24.0023

Assessed value: 100

School assessed value: 100

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

[View](#)

Legal description

Location

Ad valorem:	\$0.00
Non-ad valorem:	\$0.00
Total tax:	

COM INT N R/W 39TH AVE & E R/W
51ST ST N 89 DEG 34 MIN 07 SEC
E 1321.96 FT N 00 DEG 25 MIN 59
SEC W 790.34 FT POB N 00 DEG 25
MIN 59 SEC W 393.08 FT S 89 DEG
34 MIN 07 SEC W 273.20 FT S 39
DEG 32 MIN 05 SEC E 36.54 FT S
32 DEG 27 MIN 23 SEC E 45.21 FT



Book, page, item: --
Geo number: 22-09-19-
06061003005
Range: 19
Township: 09
Section: 22

No taxes due



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account #06061 003 006

Real Estate Account #06061 003 006

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009	2008
Paid	Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: MAGNOLIA PARKE OWNERS ASSOCIAT
2951 NW 48TH TER STE 307
GAINESVILLE, FL 32606

Situs: (unknown)

Account number: **06061 003 006**

Alternate Key: 49828

Millage code: 3600

Millage rate: 24.0023

Assessed value: 100

School assessed value: 100

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill



[View](#)

Legal description

Location

Ad valorem:	\$0.00
Non-ad valorem:	\$0.00
Total tax:	

MAGNOLIA PARKE PARCEL C LESS
POD H OR 3721/0915



Book, page, item: --
Geo number: 22-09-19-
06061003006
Range: 19
Township: 09
Section: 22

No taxes due



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account At 4620 NW 39TH PL

Real Estate Account #06064 005 000

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2012	2011	2010	2009	...	2002
Paid	Paid	Paid	Paid		Paid

[Get Bills by Email](#)

Owner: DENNEY FAMILY LTD PARTNERSHIP
 3951 NW 48TH TER STE 307
 GAINESVILLE, FL 32606
 Situs: 4620 NW 39TH PL

Account number: **06064 005 000**
 Alternate Key: 50401
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 875,300
 School assessed value: 875,300

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

Ad valorem: \$21,009.22
 Non-ad valorem: \$579.25
 Total tax:

Paid 2011-12-01 \$20,724.93
Effective 2011-11-30
Receipt #2011-3017941

[View](#)

Legal description

COM SE COR SEC W 1322.34 FT N
 50 FT N R/W NW 39TH AVE & POB N
 645.86 FT E 250.00 FT S 645.86
 FT W 250.00 FT POB OR 2212/1500
 (LESS PARCEL "B" PER OR 3721/
 0915) (LESS THAT PART OF THE
 FOLLOWING DESC: COM SE COR OF
 SE1/4 W 1322.34 FT N 294.51 FT

Location



Book, page, item: --
 Geo number: 22-09-19-
 06064005000
 Range: 19
 Township: 09
 Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account #06064 005 001

Real Estate Account #06064 005 001

Parcel details Latest bill Full bill history

2012	2011	2010	2009	2008
Paid	Paid	Paid	Paid	Paid

Get Bills by Email

Ow ner: MAGNOLIA PARKE OWNERS ASSOCIAT
1951 NW 48TH TER STE 307
GAINESVILLE, FL 32606

Situs: (unknow n)

Account number: **06064 005 001**
Alternate Key: 50402
Millage code: 3600
Millage rate: 24.0023

Assessed value: 100
School assessed value: 100

Location is not guaranteed to be accurate.

Property Appraiser - GIS

2011 annual bill

View

Legal description

Location

Ad valorem: \$0.00
Non-ad valorem: \$0.00
Total tax:

COM INT N R/W 39TH AVE & E R/W
51ST ST N 89 DEG 34 MIN 07 SEC
E 1467.89 FT POB N 89 DEG 34
MIN 07 SEC E 104.03 FT N 00 DEG
25 MIN 47 SEC W 645.58 FT S 89
DEG 37 MIN 55 SEC W 245 FT S 00
DEG 25 MIN 59 SEC E 186 FT N 89
DEG 37 MIN 55 SEC E 162.52 FT S



Book, page, item: --
Geo number: 22-09-19-
06064005001
Range: 19
Tow nship: 09
Section: 22

No taxes due



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account #06064 050 001

Real Estate Account #06064 050 001

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: RYALS MICHAEL S & JANE S
 5601 NW 88TH ST
 GAINESVILLE, FL 32653
 Situs: (unknown)

Account number: **06064 050 001**
 Alternate Key: 50403
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 185,400
 School assessed value: 185,400

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

Ad valorem:
 Non-ad valorem:
 Total tax:

[View](#)

\$4,450.03
 \$270.30

Legal description

MAGNOLIA PARKE POD I-2
 CONDOMINIUM CONDO BK 10 PG 94
 UNIT A & AN UNDIV INT IN COMMON
 ELEMENTS OR 3979/0846

Location



Book, page, item: --
 Geo number: 22-09-19-06064050001
 Range: 19
 Township: 09
 Section: 22

Paid 2011-11-30 \$4,531.52
Receipt #2011-1014132



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2011 Roll Details — Real Estate Account #06064 050 002

Real Estate Account #06064 050 002

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: POD I-2 LLC
7545 W UNIVERSITY AVE STE B
GAINESVILLE, FL 32607

Situs: (unknown)

Account number: **06064 050 002**

Alternate Key: 50404

Millage code: 3600

Millage rate: 24.0023

Assessed value: 77,400

School assessed value: 77,400

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

[View](#)

Legal description

Location

Ad valorem:

\$1,857.79

MAGNOLIA PARKE POD I-2
CONDOMINIUM CONDO BK 10 PG 94
UNIT B & AN UNDIV INT IN COMMON
ELEMENTS CONDO BK 11 PG 1

Non-ad valorem:

\$154.46

Total tax:

Paid 2011-11-30 \$1,931.76

Receipt #2011-1014159

Book, page, item: --

Geo number: 22-09-19-
06064050002

Range: 19

Tow nship: 09

Section: 22



Tax Collector Home Search Reports Shopping Cart

2011 Roll Details — Real Estate Account At 4650 NW 39TH PL

Real Estate Account #06064 050 003

Parcel details Latest bill Full bill history

2012	2011	2010	2009
\$3,067.83 due	Paid	Paid	Paid

Get Bills by Email

Owner: MICHELLE FORTNER LLC & ROBERTS
 4318 NW 155TH TER
 NEWBERRY, FL 32669
 Situs: 4650 NW 39TH PL

Account number: **06064 050 003**
 Alternate Key: 50405
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 126,500
 School assessed value: 126,500

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

Ad valorem: \$3,036.29
 Non-ad valorem: \$77.23
 Total tax:
 Paid 2012-05-31 \$3,207.55
 Receipt #2011-1082344

View

Legal description

MAGNOLIA PARKE POD I-2
 CONDOMINIUM CONDO BK 10 PG 94
 UNIT C & AN UNDIV INT IN COMMON
 ELEMENTS OR 3884/0381 CONDO BK
 11 PG 1

Location



Book, page, item: --
 Geo number: 22-09-19-06064050003
 Range: 19
 Township: 09
 Section: 22



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account #06064 050 004

Real Estate Account #06064 050 004

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: HERLEVICH & KROL PROPERTIES LL
111 SW 136TH ST
NEWBERRY, FL 32669

Situs: (unknown)

Account number: **06064 050 004**

Alternate Key: 50406

Millage code: 3600

Millage rate: 24.0023

Assessed value: 246,100

School assessed value: 246,100

Location is not guaranteed to be accurate.

[Property Appraiser](#) - [GIS](#)

2011 annual bill

Ad valorem:
Non-ad valorem:
Total tax:

[View](#)

\$5,906.97
\$115.84

Legal description

MAGNOLIA PARKE POD I-2
CONDOMINIUM CONDO BK 10 PG 94
UNIT D & AN UNDIV INT IN COMMON
ELEMENTS OR 3868/2397

Location



Book, page, item: --
Geo number: 22-09-19-
06064050004
Range: 19
Township: 09
Section: 22

Paid 2011-11-15 \$5,781.90
Receipt #2011-3006310



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2011 Roll Details — Real Estate Account #06064 050 005

Real Estate Account #06064 050 005

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: RYALS MICHAEL S & JANE S
 5601 NW 88TH ST
 GAINESVILLE, FL 32653
 Situs: (unknown)

Account number: **06064 050 005**
 Alternate Key: 50407
 Millage code: 3600
 Millage rate: 24.0023

Assessed value: 236,000
 School assessed value: 236,000

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

Ad valorem:
 Non-ad valorem:
 Total tax:

[View](#)

\$5,664.55
 \$154.46

Legal description

MAGNOLIA PARKE POD I-2
 CONDOMINIUM CONDO BK 10 PG 94
 UNIT E & AN UNDIV INT IN COMMON
 ELEMENTS OR 3872/1772

Location



Book, page, item: --
 Geo number: 22-09-19-
 06064050005
 Range: 19
 Township: 09
 Section: 22

Paid 2011-11-30 \$5,586.25
Receipt #2011-1014132



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account #06064 050 006

Real Estate Account #06064 050 006

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: **POD I-2 LLC**
7545 W UNIVERSITY AVE STE B
GAINESVILLE, FL 32607

Situs: (unknown)

Account number: **06064 050 006**

Alternate Key: 50408

Millage code: 3600

Millage rate: 24.0023

Assessed value: 36,000

School assessed value: 36,000

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

Ad valorem:
Non-ad valorem:
Total tax:

[View](#)

Legal description

\$864.09
\$115.84
MAGNOLIA PARKE POD I-2
CONDOMINIUM CONDO BK 10 PG 94
UNIT F & AN UNDIV INT IN COMMON
ELEMENTS

Location



Book, page, item: --
Geo number: 22-09-19-
06064050006
Range: 19
Township: 09
Section: 22

Paid 2011-11-30 \$940.73
Receipt #2011-1014159



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account #06064 050 007

Real Estate Account #06064 050 007

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: POD I-2 LLC
7545 W UNIVERSITY AVE STE B
GAINESVILLE, FL 32607

Situs: (unknown)

Account number: **06064 050 007**

Alternate Key: 50409

Millage code: 3600

Millage rate: 24.0023

Assessed value: 91,500

School assessed value: 91,500

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

[View](#)

Legal description

Location

Ad valorem:

\$2,196.22

MAGNOLIA PARKE POD I-2
CONDOMINIUM CONDO BK 10 PG 94
UNIT G & AN UNDIV INT IN COMMON
ELEMENTS

Non-ad valorem:

\$154.46

Total tax:

Paid 2011-11-30 \$2,256.65

Receipt #2011-1014159

Book, page, item: --

Geo number: 22-09-19-
06064050007

Range: 19

Tow nship: 09

Section: 22



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2011 Roll Details — Real Estate Account #06064 050 008

Real Estate Account #06064 050 008

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: POD I-2 LLC
7545 W UNIVERSITY AVE STE B
GAINESVILLE, FL 32607

Situs: (unknown)

Account number: **06064 050 008**

Alternate Key: 50410

Millage code: 3600

Millage rate: 24.0023

Assessed value: 34,800

School assessed value: 34,800

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

[View](#)

Legal description

Location

Ad valorem:	\$835.28
Non-ad valorem:	\$115.84
Total tax:	

MAGNOLIA PARKE POD I-2
CONDOMINIUM CONDO BK 10 PG 94
UNIT H & AN UNDIV INT IN COMMON
ELEMENTS



Book, page, item: --
Geo number: 22-09-19-
06064050008
Range: 19
Township: 09
Section: 22

Paid 2011-11-30 \$913.08
Receipt #2011-1014159



[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

2011 Roll Details — Real Estate Account #06064 050 009

Real Estate Account #06064 050 009

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2012	2011	2010	2009
Paid	Paid	Paid	Paid

[Get Bills by Email](#)

Owner: TDKM OF GAINESVILLE LLC
340 NW 76TH DR
GAINESVILLE, FL 32607

Situs: (unknown)

Account number: **06064 050 009**

Alternate Key: 50411

Millage code: 3600

Millage rate: 24.0023

Assessed value: 280,500

School assessed value: 280,500

Location is not guaranteed to be accurate.

[Property Appraiser](#) [- GIS](#)

2011 annual bill

Ad valorem:
Non-ad valorem:
Total tax:

[View](#)
\$6,732.66
\$154.46

Legal description

MAGNOLIA PARKE POD I-2
CONDOMINIUM CONDO BK 10 PG 94
UNIT I & AN UNDIV INT IN COMMON
ELEMENTS OR 3868/2428

Location



Book, page, item: --
Geo number: 22-09-19-
06064050009
Range: 19
Township: 09
Section: 22

Paid 2011-12-01 \$6,611.64
Effective 2011-11-30
Receipt #2011-3017546

**APPLICATION PACKET
TABLE OF CONTENTS**

1. Cover Letter
2. PD Rezoning Application
3. Authorization/Ownership Affidavits
4. Legal Description
5. Tax Record Cards
- 6. Deeds**
7. PD Layout Plan
8. PD Report
9. Neighborhood Workshop Materials

01400855825

If checked, fixed rate: THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$ _____, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THIS MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

If checked, variable rate: THIS IS A BALLOON MORTGAGE SECURING A VARIABLE (ADJUSTABLE; RENEGOTIABLE) RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$ _____ TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 04/28/1998 10:35
Document ID 1529610
Book/Page 2165/ 278

MTAX 89.60
ITAX 51.19

(Space Above This Line For Recording Data)

This instrument was prepared by:

(Type) Name: Brenda Teague Address: 104 North Main Street
Gainesville, Florida 32601

MORTGAGE

THIS MORTGAGE is made this 7 day of April, 1998, between the Mortgagor, William R. Schmidt and Sally Schmidt, his wife (hereinafter referred to as the "Borrower"), and the Mortgagee, First Union National Bank a corporation organized and existing under the laws of the United States of America, whose address is 104 North Main Street, Gainesville, Florida 32601 (hereinafter referred to as the "Lender").

RETURN TO

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-five Thousand Five Hundred Ninety-four and 04/100 dollars, which indebtedness is evidenced by Borrower's note dated April 7, 1998 (hereinafter referred to as the "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 6, 2003

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender (hereinafter referred to as the "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Alachua, State of Florida:

SEE ATTACHED SCHEDULE A

which has the address of 423 S.W. 93rd Street Gainesville
Florida 32607-1385 (Street) (City)
(State and Zip Code) (hereinafter referred to as the "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred as the "Mortgaged Property."

TO HAVE AND TO HOLD the said Mortgaged Property unto the Lender, in fee simple.

AND BORROWER does hereby fully warrant the title to the said Mortgaged Property; and will defend the same against lawful claims of all persons whomsoever.

AND BORROWER further covenants with Lender as follows:

1. Performance of Note and Mortgage. To pay when due all principal and interest evidenced by the Note and any renewal, extension or modification thereof, all Future Advances secured by this Mortgage, and any and all sums due under this Mortgage.

2. Payment of Taxes, Claims, Liens. To pay when due and without requiring any notice from Lender, all taxes, assessments of any type or nature, and other charges levied or assessed against the Mortgaged Property hereby encumbered, or any interest of Lender therein, and produce receipts therefore upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgage Property which may be or become superior to

this Mortgage (unless herein above, specifically excepted) and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.

3. **Insurance.** To keep the Mortgaged Property insured against loss or damage by fire, and such other hazards in form and amounts and for such periods, as may be required by the Lender, and to pay promptly when due all premiums of such insurance. The policies and renewals of said insurance shall be held by the Lender, and shall have attached thereto loss payable clauses in favor of, and in a form acceptable to the Lender.

4. **Preservation and Maintenance of Mortgaged Property.** To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Lender may from time to time determine to be necessary for the preservation of the same; and to commit, suffer or permit no waste of said Mortgaged Property or the improvements thereon.

5. **Compliance with Laws, Rules and Covenants.** To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property and not to suffer or permit any violation thereof.

6. **"Lenders" Performance of Defaults.** If the Borrower fails to pay any claim, lien or encumbrance which is superior to, in parity with or subordinate to this Mortgage, or to pay when due any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the Mortgaged Property or the title thereof, the Lender, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action as the Lender deems advisable, and for any of said purposes, the Lender may advance such sums of money, including all costs, reasonable attorneys' fees (whether or not suit is actually commenced) and other items of expense as it deems necessary. Nothing herein contained shall be construed as requiring the Lender to advance monies for any of the purposes aforesaid, and the advance of such monies for such purposes shall in no wise waive or affect the Lender's right of foreclosure or any other right or remedy hereunder. Borrower will pay to Lender, immediately and without demand, all such sums of money advanced hereunder including all costs, reasonable attorneys' fees and other items of expense, together with interest on each such advancement at the rate provided in the Note, and all such sums and interests thereon shall be secured by this Mortgage.

7. **Acceleration.** If default be made in performance of any of Borrower's obligations, covenants or agreements under the Note or Mortgage, all of the indebtedness secured hereby shall become and be immediately due and payable, at the option of the Lender, without notice or demand which are hereby expressly waived by Borrower, in which event, Lender may avail itself of all rights and remedies at law or in equity, and this Mortgage may be foreclosed, and Borrower shall pay all costs, and expenses thereof, including but not limited to, the cost of securing abstracts or other evidence of the status of title to Mortgaged Property, and reasonable attorneys' fees.

8. **Forbearance by Lender Not a Waiver.** No delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Lender of any default shall constitute a waiver of, or consent to, subsequent defaults.

9. **Partial Releases, Renewal and Extension.** Without affecting the liability of any person (other than any person released pursuant to the provisions of this paragraph) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Lender may at any time and from time to time, without notice and without limitation as to any legal right or privilege of Lender: (a) release any person liable for payment of any indebtedness secured hereby, (b) extend the time or agree to alter the terms of payment of any of the indebtedness, (c) accept additional security of any kind, (d) release any property securing the indebtedness, or (e) consent to the creation of any easement on or over the Mortgaged property or any covenants restricting use or occupancy thereof.

10. **Environmental Condition of Property.** Borrower hereby warrants and represents to Lender after thorough investigation that:

(a) The premises are now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and

(b) (i) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Borrower has fully disclosed to Lender in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, which Borrower is legally authorized and empowered to maintain on, in or under the Mortgaged Property or used in connection therewith. Borrower has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Borrower further warrants and represents that it will promptly notify Lender of any change in the environmental condition of the Mortgaged Property or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Mortgaged Property.

Borrower hereby indemnifies and holds harmless Lender from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Lender as a direct or indirect result of:

(a) any warranty or representation made by Borrower in this paragraph being or becoming false or untrue in any material respect or

(b) the result of any requirement under the law, regulation or ordinance, local, state or federal, regarding any hazardous materials, substances, waste or other environmentally regulated substances by Lender, Borrowers, or any transferee of Borrower or Lender.

Borrower's obligations hereunder shall not be limited to any extent by the terms of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Mortgage, or foreclosure of this Mortgage, or delivery in lieu of foreclosure.

11. Subsequent Agreements. Any agreement hereafter made by Borrower and Lender pursuant to this Mortgage shall be superior to the rights of the holder or any intervening lien or encumbrance.

12. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Mortgaged Property. Lender shall give Borrower notice at this time or prior to an inspection specify reasonable cause for the inspection.

13. Waiver of Homestead and Exemptions. Borrower hereby waives all right of homestead or other exemption in the property subject to this Mortgage.

14. Notice. The mailing of written notice or demand addressed to the Borrower at the last address actually furnished to the Lender, or at such Mortgaged Property, and mailed, postage prepaid, by United States mail, shall be sufficient notice or demand in any case arising under this instrument and required by the provisions or by law. Any notice required by the Mortgage will be deemed to have been given to Borrower when given in the manner designated herein.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. All covenants, agreements and undertakings shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

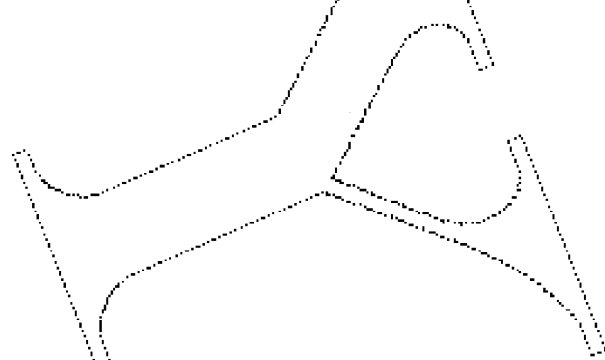
16. Severability; Governing Law. Should any of the terms, conditions, obligations or paragraphs of this Mortgage be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, conditions or paragraphs shall in no way be affected or prejudiced thereby. This Mortgage shall be governed by the law of the jurisdiction in which the Mortgaged Property is located.

17. Future Advances. This Mortgage is granted to secure Future Advances from the Lender to the Borrower made, at the option of the Lender, within twenty (20) years of the date hereof. The unpaid principal balance of the indebtedness hereby secured, exclusive of disbursements made by the Lender for taxes, levies, assessments and insurance and exclusive of accrued interest, shall never at one time exceed the sum of \$ _____ (if blank, the principal amount of the Note, as shown on the face thereof).

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's options, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand of Borrower, invoke any remedies permitted by this Mortgage.

19. Cross Default. Borrower shall be in default of the Mortgage, if default shall occur under any loan now or hereafter in existence between the Lender and Borrower. The occurrence of default hereunder shall also constitute a default under any such other loan.



If checked, fixed rate: THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$ _____, TOGETHER WITH ACCRUED PRINCIPAL INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

If checked, variable rate: THIS IS A BALLOON MORTGAGE SECURING A VARIABLE (ADJUSTABLE; RENEGOTIABLE) RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OF THE BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$ _____, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

Signed, seal and delivered
in the presence of:

WITNESSES

Pearson
(Type) *Pearson*

BORROWER
William R. Schmidt (Seal)

(Type) William R. Schmidt
423 S.W. 93 Street, Gainesville, Florida
(Address)

Monda Teague
(Type) *Monda Teague*

BORROWER
Sally Schmidt (Seal)

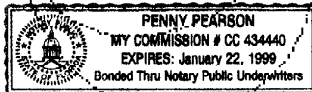
(Type) Sally Schmidt
423 S.W. 93 Street, Gainesville, Florida
(Address)

STATE OF FLORIDA) ss
COUNTY OF Alachua)

The foregoing instrument was acknowledged before me this 7 day of April,
19 98 by William R. Schmidt and Sally Schmidt
(spouse), each personally known to me or who has produced
as identification and who did (did not) take an oath.

(Signature) *Penny Pearson*

(Type) *Penny Pearson*
Notary Public, State of Florida at Large
My Commission expires:



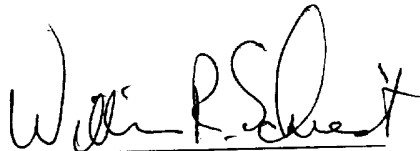
RETURN TO:
FIRST UNION NATIONAL BANK
P O BOX 50010
ROANOKE, VIRGINIA 24022

SCHEDULE A

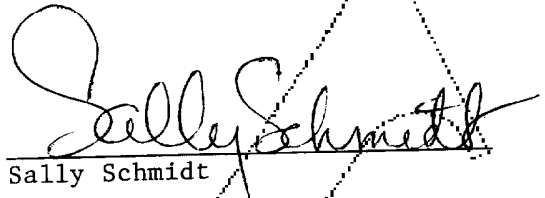
PARCEL 3, TOMOKA HILLS, UNIT 1 (REVISED)

A portion of Section 6, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southeast corner of Fort Clark Forest Unit No. 1 as per plat thereof recorded in Plat Book "K", page 25 of the public records of Alachua County, Florida, and run thence South 00 degrees, 40 minutes, 00 seconds West along the Westerly Right-of-Way line of Southwest 91 Street (100 foot Right-of-Way), a distance of 532.97 feet to the Point of Beginning; thence continue South 00 degrees, 40 minutes, 00 seconds West along said Westerly Right-of-Way line, 375.68 feet; thence North 89 degrees, 26 minutes, 00 seconds West 325.00 feet; thence North 74 degrees, 29 minutes, 43 seconds West 310.35 feet; thence North 00 degrees, 40 minutes, 00 seconds East 341.92 feet; thence North 89 degrees, 38 minutes, 08 seconds East 15.03 feet; thence South 38 degrees 09 minutes 12 seconds East 6.88 feet; thence North 89 degrees, 38 minutes, 08 seconds East, 22.14 feet; thence South 60 degrees, 44 minutes, 27 seconds East 91.40 feet; thence South 89 degrees, 35 minutes, 11 seconds East 310.75 feet; thence South 89 degrees, 54 minutes, 09 seconds East 192.53 feet to the Point of Beginning.

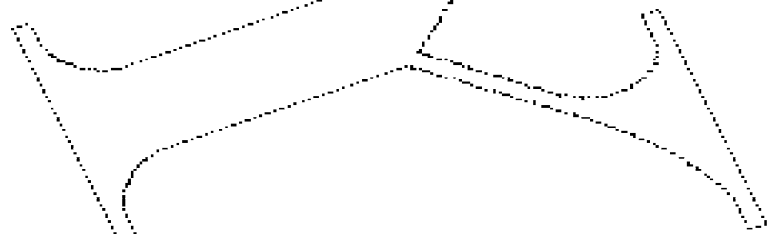


William R. Schmidt



Sally Schmidt

April 7, 1998



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2774223 2 PG(S)
February 26, 2013 12:34:00
Book 4175 Page 1562
J. K. IRBY, Clerk of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: \$7,000.00


Prepared by Charles M. Gadd, Jr.
Clayton Johnston, P.A.
18 NW 33rd Court
Gainesville, FL 32607

Parcel ID Number: 06061.002.002

Warranty Deed

This Indenture, Made this 20th day of February, 2013 A.D.,

Between

The Denney Family Limited Partnership, a Florida limited partnership

grantor, and

of the County of ALACHUA, State of Florida,

HCA Federal Credit Union, a corporation existing under the laws of the United States

grantee.

whose address is: 916 NW 66nd Street, Suite 5, Gainesville, FL 32605

of the County of Alachua, State of Florida,

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Alachua State of Florida to wit:

That certain property which is more particularly described on attached Exhibit "A" which is made a part hereof by reference.

Subject to real property taxes for 2013 and subsequent years.

Subject to restrictions and easements of record.

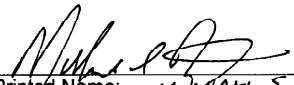
Subject to that certain Commercial Lease dated April 2, 2009 between the grantor and Theo Deli, Inc.

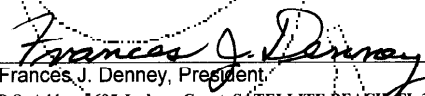
and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

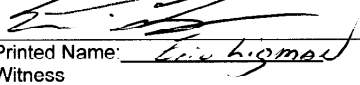
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

The Denney Family Limited Partnership by
Denney Enterprises International Inc, General Partner


Printed Name: MICHAEL S. LEWIS
Witness

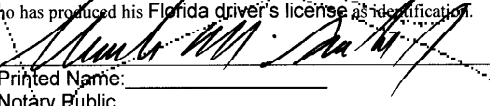
By:  (Seal)
Frances J. Denney, President
P.O. Address: 695 Jackson Court, SATELLITE BEACH, FL 32937


Printed Name: Lisa Hymal
Witness

By: _____ (Seal)
P.O. Address: 695 Jackson Court, SATELLITE BEACH, FL 32937

STATE OF Florida
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of February, 2013 by Frances J. Denney, as President of Denney Enterprises International, Inc., the General Partner of the The Denney Family Limited Partnership, a Limited Florida Partnership who is personally known to me or who has produced his Florida driver's license as identification.


Printed Name: _____
Notary Public
My Commission Expires: / /



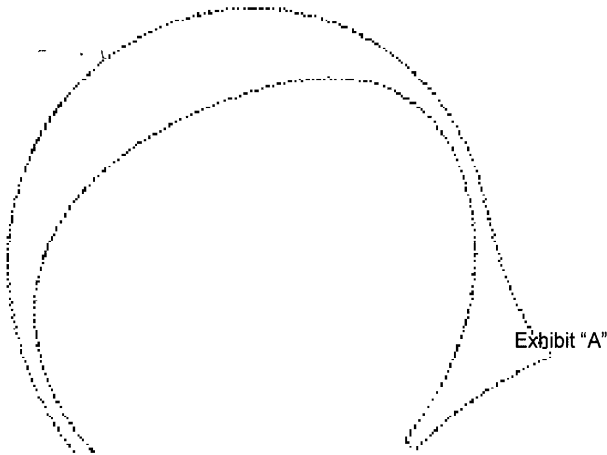
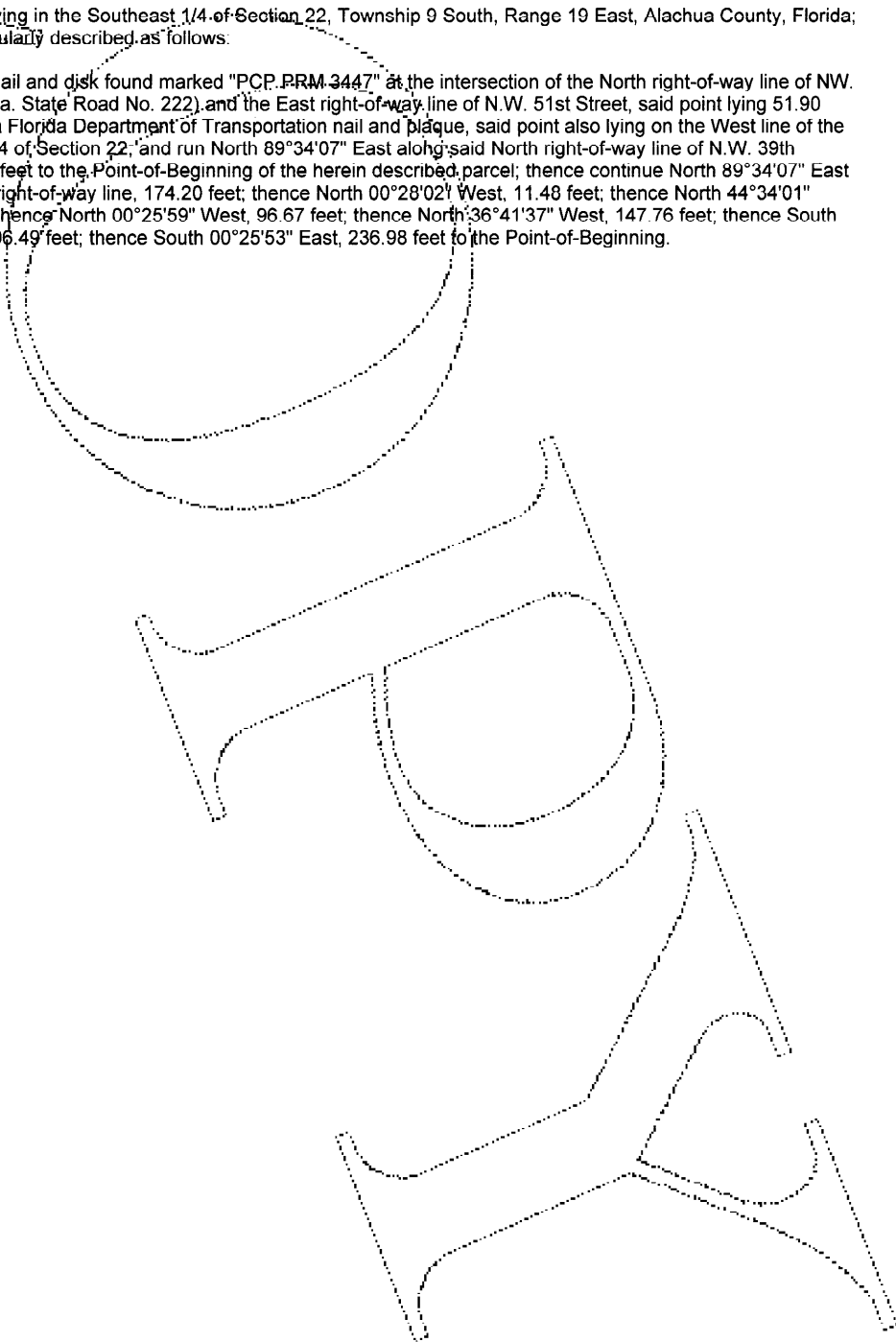


Exhibit "A"

A parcel of land lying in the Southeast 1/4 of Section 22, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail and disk found marked "PCP.PRM.3447" at the intersection of the North right-of-way line of NW. 39th Avenue (a.k.a. State Road No. 222), and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation nail and plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run North 89°34'07" East along said North right-of-way line of N.W. 39th Avenue, 1033.46 feet to the Point-of-Beginning of the herein described parcel; thence continue North 89°34'07" East along said North right-of-way line, 174.20 feet; thence North 00°28'02" West, 11.48 feet; thence North 44°34'01" East, 13.71 feet; thence North 00°25'59" West, 96.67 feet; thence North 36°41'37" West, 147.76 feet; thence South 89°33'50" West, 96.49 feet; thence South 00°25'53" East, 236.98 feet to the Point-of-Beginning.

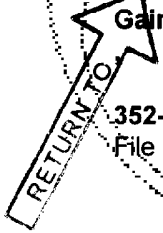


CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 03/19/1998 14:30
Document ID 1521764
Book/Page 2158/ 1863

DTAX 0.70

Prepared by and return to:
Patrice Boyes, Esq.
602 South Main Street
Gainesville, Florida 32601

352-372-2684
File No.: 98-001



[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 17th day of March, 1998, between

Floyd E Denney and Frances J. Denney a/k/a Frances Jean Denney, whose post office address is 695 Jackson Court, Satellite Beach, Florida 32937,

grantor, and **The Denney Family Limited Partnership**,

whose post office address is 695 Jackson Court, Satellite Beach, Florida, 32937

grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

The West 1/2 of the Southeast 1/4, Less the west 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and Less the South fifty (50) feet of the East 3/4 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, all lying in Section 22, Township 9 South, Range 19 East, as recorded in the public records of Alachua County, Florida.

THE PROPERTY DESCRIBED HEREIN IS NOT HOMESTEAD PROPERTY OF THE GRANTOR.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

Diane C. Cox

Witness Name: Diane C. Cox

Tina M. Washington

Witness Name: Tina M. Washington

Frances J. Denney (Seal)

Sharon L. Brewer

Witness Name: Sharon L. Brewer

Floyd C. Denney (Seal)

Mar C. Capen

Witness Name: Mar C. Capen

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 17th day of March, 1998 by **Floyd C. Denney and Frances J. Denney a/k/a Frances Jean Denney**, who are personally known to me.

[Notary Seal]

Patrice F. Boyes

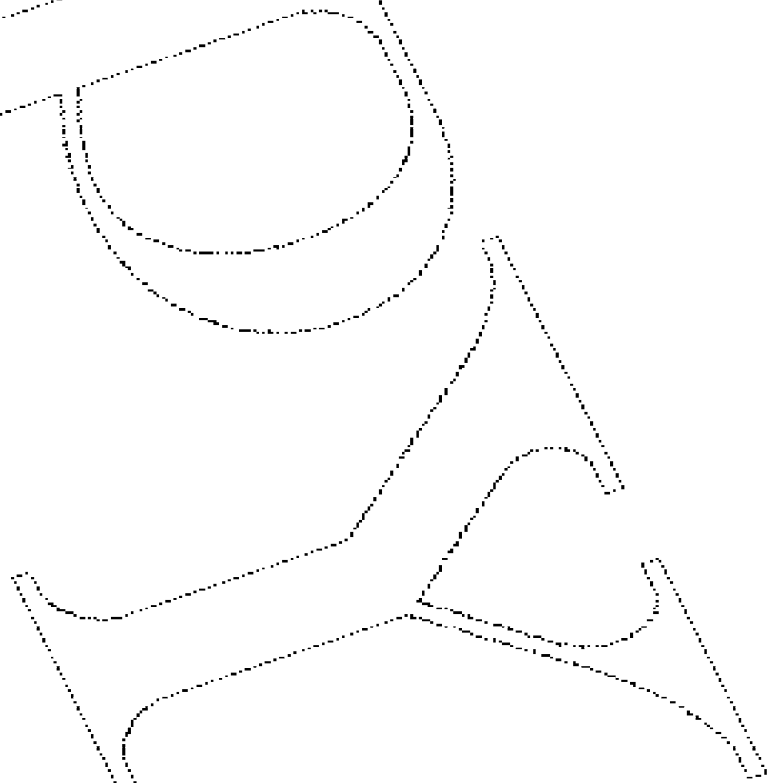
Notary Public:

Printed Name: Patrice F. Boyes

My Commission Expires: 1999



PATRICE F BOYES
My Commission CC513247
Expires Dec. 30, 1999



130118B
RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2514719 2 PGS
Jul 10, 2009 12:20 PM
BOOK 3892 PAGE 929
J. K. IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 414058



2514719 2 PGS

Doc Stamp-Deed: \$0.70

Prepared by/return to:

Drake & Associates
Post Office Box 2327
Brandon, FL 33509-2327
(813) 662-1536

-----Above This Line Reserved For Official Use Only-----

QUITCLAIM DEED

THIS INDENTURE is made this 30th day of June 2009 by KRISTEN R. POHYEBA (formerly known as KRISTEN R. MARSHALL) as "Grantor" and SCOTT P. MARSHALL as "Grantee."

WITNESSETH that, pursuant to the *Marital Settlement Agreement for Dissolution of Marriage* entered into by and between Grantor and Grantee on October 8, 2003, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby quitclaim to Grantee the following-described real property located in Alachua County, Florida:

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

TO HAVE AND TO HOLD said real property, together with all appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit, and behalf of Grantee.

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

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

Witness #1 Signature

GARY M. REEFER
Print Name

KRISTEN R. POHYEBA f/k/a KRISTEN R. MARSHALL

Witness #2 Signature

Sandy Mostellaro
Print Name

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30th day of June 2009 by KRISTEN R. POHYEBA f/k/a KRISTEN R. MARSHALL who is personally known to me or has produced _____ as identification.

CASSANDRA MORTELLARO
Notary Public, State of Florida
Comm. Expires Sept 14, 2011
Comm. No. DD 688180

Signature of Notary Public

EXHIBIT "A"

INSTRUMENT # 2514719 2 PGS

LEGAL DESCRIPTION Pod "B" East; Magnolia Parke PD

A parcel of land situated in Section 22, Township 9 South, Range 19 East, Gainesville, Alachua County, Florida, said parcel of land being more particularly described as follows: Commence at a Florida Department of Transportation metal plate marking the south one-quarter corner of Section 22, Township 9 South, Range 19 East, and run N 00°25'25"W, along the West line of the Southeast 1/4 of said Section 22, a distance of 50.00 feet to a point on the North right-of-way line of Northwest 39th Avenue (100 foot right of way); thence run along said right-of-way line the following courses: N00°25'25"W, 4.00 feet; N89°34'07"E, 5.00 feet; S00°25'25"E, 4.00 feet; N89°34'07"E, 513.24 feet to the Point of Beginning; thence leave said right-of-way line and run N00°25'25"W, a distance of 70.06 feet; thence run S89°34'07"W, parallel with said North right-of-way line, a distance of 10.00 feet; thence run N00°25'25"W, a distance of 167.35 feet; thence run N89°34'07"E, parallel with said North right-of-way line, a distance of 276.70 feet; thence run S00°25'25"E, a distance of 144.40 feet; thence run S29°05'31"W, a distance of 37.37 feet; thence run S40°18'20"W, a distance of 79.84 feet to a point on the said North right-of-way line; thence run S89°34'07"W, a distance of 196.20 feet to the Point of Beginning.

Norm Lacoie
4232 B NW 6 St
32609

RETURN TO

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 04/22/1996 12:26
Document ID 1393552
Book/Page 2058/2002

DTAX 0.70

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 17 day of April 1996, by FLOYD C. DENNEY and FRANCES J. DENNEY, his wife, tenants in common and not by the entireties, hereinafter called First Parties, to THE DENNEY FAMILY LIMITED PARTNERSHIP, a family limited partnership, whose postal address is Post Office Box 2247, Satellite Beach, Florida, 32937, hereinafter called Second Parties:

THE FIRST PARTIES for an in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the said Second Parties, the receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the said Second Parties forever, all the right, title, interest, claim and demand, which the said First Parties have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, as follows:

As described on Exhibit A, attached hereto and incorporated herein by reference.

The parties hereto acknowledge that the First Parties have owned the premises conveyed and they assert that the purpose of this transfer is to terminate and destroy their title in the entireties and to create a title in each of them individual as tenants in common.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First

Parties not specifically reserved herein, either in law or in equity, to the only proper use and benefit of the said Second Parties forever.

WITNESSES

FIRST PARTIES (Grantor)

[Signature]

F C Denney

FLOYD C. DENNEY, individually
as Tenant in Common

[Signature]

[Signature]

Francesca J Denney

FRANCES J. DENNEY, individually
as Tenant in Common

[Signature]

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING INSTRUMENT was acknowledged before me this 7 day of April, 1906, by FLOYD C. DENNEY, who is personally known to me or who produced _____ as identification and who did (did not) take an oath.



NORM LA COE
My Commission CC371280
Expires May. 07, 1998
Bonded by HAI
800-422-1555

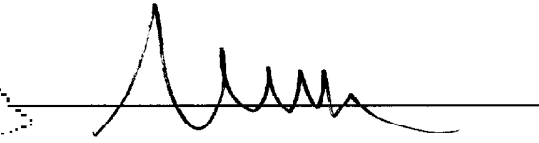
[Signature]

Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING INSTRUMENT was acknowledged before me this 4 day of April, 1906, by FRANCES J. DENNEY, who is personally

known to me or who produced _____ as identification
and who did (did not) take an oath.



Notary Public



NORM LA COE
My Commission CC371260
Expires May. 07, 1998
Bonded by HAI
800-422-1555

Delivered out of escrow by Norm La Coe to complete conveyance and record
in public records April 17, 1996 or as soon thereafter as recording occurs.

NLC

Exhibit A - Denney Parcel

The West ½ of the Southeast ¼, Less the west ½ of the Southwest ¼ of the Southwest ¼ of the Southeast ¼ and Less the South fifty (50) feet of the East ¾ of the Southwest ¼ of the Southwest ¼ of the Southeast ¼, and Less right of way for Northwest 51st Street as deed to Alachua County, all lying in Section 22, Township 9 South, Range 19 East, as recorded in the public records of Alachua County, Florida.

Recording: 0 10.00
Doc Stamp: 21,925.00
\$1935.50

THIS INSTRUMENT DERIVED BY:
John H. Maxwell, Registrar
Chandler, Long & Maxwell, P.A.
Post Office Box 23879
Gainesville, Florida 32602

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 01/19/1999 14:13
Document ID 1586115
Book/Page 2212/ 1500

DTAX 1,925.00

RETURN TO

WARRANTY DEED

THIS INDENTURE, Made this 15th day of January, 1999, between **CLAY ELECTRIC COOPERATIVE, INC.**, of Post Office Box 308, Keystone Heights, Florida 32656, the County of Clay, State of Florida, hereinafter called the "Grantor", and **THE DENNEY FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is: **695 Jackson Court, Satellite Beach, Florida 32937**, whose federal identification number is: **59-3371749**, hereinafter called the "Grantee".

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee, and Grantee's heirs, and assigns forever the following described land, situate, lying and being in Alachua County, Florida, to-wit:

A part of the East half (E 1/2) of the Southeast quarter (SE 1/4) of Section 22, Township 9 South, Range 19 East, Alachua County, Florida: being more particularly described as follows:

Commence at the Southeast corner of said East half (E 1/2) of the Southeast quarter (SE 1/4) and run thence North 89 degrees, 49 minutes, 38 seconds West, along the South boundary thereof, 1322.34 feet to the Southwest corner of said East half (E 1/2) of Southeast quarter (SE 1/4), thence North 0 degrees, 06 minutes, 22 seconds East, along the West boundary of said East half (E 1/2) of Southeast quarter (SE 1/4), 50.00 feet to the North right-of-way line of Northwest 39th Avenue and the point of beginning, thence continue North 0 degrees, 06 minutes, 22 seconds East, along said West boundary, 645.86 feet thence South 89 degrees, 49 minutes, 38 seconds East, 250.00 feet, thence South 0 degrees, 06 minutes, 22 seconds West, parallel to said West boundary, 645.86 feet to said North right-of-way line, thence North 89 degrees, 49 minutes, 38 seconds West, along said right-of-way line 250.00 feet to the point of beginning.

Tax Parcel No.: 06064-005-000

SUBJECT TO easement contained in instrument recorded January 7, 1972, Official Records Book 766, page 340, public records of Alachua County, Florida.

SUBJECT TO right of way easements to City of Gainesville contained in Transfer Closing Statement recorded in Official Records Book 1672, page 1787, Official Records Book 1761, page 898, Official Records Book 1766, page 2675, Partial Release, recorded in Official Records Book 1795, page 1579; Corrective Partial Release, recorded in Official Records Book 1798, page 122, all of the public records of Alachua County, Florida.

SUBJECT TO taxes for 1998 and subsequent years, and restrictions and easements of record, and all applicable zoning ordinances, other governmental regulations, and governmental statutes affecting the use of the subject property.

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

TO HAVE AND HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except as stated herein.

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

Signed, sealed and delivered
in our presence:

Janice H. O'Steen

Name: Janice H. O'Steen
Address: 225 West Walker Drive
Keystone Heights, Florida 32656

William C. Phillips (SEAL)

WILLIAM C. PHILLIPS, CEO and
General Manager

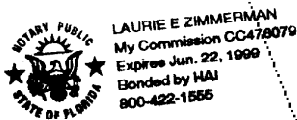
Laurie E. Zimmerman

Name: Laurie E. Zimmerman
Address: 225 West Walker Drive
Keystone Heights, Florida 32656

STATE OF FLORIDA
COUNTY OF CLAY

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged before me on this day by WILLIAM C. PHILLIPS, as CEO and General Manager of CLAY ELECTRIC COOPERATIVE, INC., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 13 day of January, 1999.



Laurie E. Zimmerman
Notary Public
My Commission Expires
and my number is:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2394443 6 PGS.
2007 DEC 21 02:43 PM BK 3721 PG 915
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK25 Receipt#356835
Doc Stamp-Deed: 0.70

52.00
53.20

This instrument prepared by:
Ronald A. Carpenter
Carpenter & Roscow, P.A.
5608 NW 43rd St.
Gainesville, FL 32653

A portion of Tax Parcel: 06061-003-000



QUIT CLAIM DEED

THIS INDENTURE, made and entered into on this 18th day of December, A.D. 2007, by and between **DENNEY FAMILY LIMITED PARTNERSHIP, a Florida limited partnership**, whose address is 695 Jackson Court, Satellite Beach, Florida, 32937, as Grantor* and **MAGNOLIA PARKE OWNERS ASSOCIATION, INC., a Florida corporation**, whose address is 3591 NW 48th Terrace, Suite 307, Gainesville, Florida, 32606, as Grantee*;

WITNESSETH, That said grantor, for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described land, situate, lying and being in the County of Alachua, State of Florida; to wit:

Parcels A-1, A-2, B and C; as more particularly described in Composite Exhibit "A" attached hereto and made a part hereof by reference.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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 grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

DENNEY FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership.

Witness Ron Carpenter
RON CARPENTER

Printed Name

Witness Barbara M. White
BARBARA M. WHITE

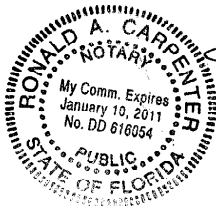
Printed Name

By: Floyd C. Denney, Jr.
Floyd C. Denney, Jr., Vice President of Denney Enterprises International, Inc., a Florida corporation, Its General Partner

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this day by FLOYD C. DENNEY, JR. as Vice President of Denney Enterprises International, Inc., a Florida corporation, General Partner of **DENNEY FAMILY LIMITED PARTNERSHIP, a Florida limited partnership**, who is personally known to me or who has produced _____ as identification and who acted on behalf of said companies.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of December, 2007.



Ronald Carpenter
Notary Public, State of Florida
My Commission Expires:



McMillen Surveying, Inc.

37 South Main Street ~ Suite A, Williston, Florida, 32696
Phone: (352) 528-MAPS (6277) Fax: (352) 528-6271
Email: information@mcmillensurveying.com
Web: www.McmillenSurveying.com

December 20, 2007

Member of:



AMERICAN
LAND TITLE
ASSOCIATION



FLORIDA
AIRPORTS COUNCIL

NFIB
The Voice of Small Business

Description: (by surveyor) - **Magnolia Parke - Parcel A1**

A parcel of land lying in the Southeast 1/4 of Section 22, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run North 00°25'25"West, along said West line, a distance of 1576.94 feet to the South line of the North 1029.87 feet of the West 1/2 of said Southeast 1/4; thence North 89°37'11"East, along said South line, a distance of 60.00 feet to the East right-of-way line of said N.W. 51st Street; thence South 00°25'25"East, along said East right-of-way line, a distance of 581.47 feet; thence North 89°34'07"East, a distance of 259.08 feet to the Point-of-Beginning of the herein described parcel; thence continue North 89°34'07"East, a distance of 284.42 feet to the West line of a Conservation Easement (Wetland Area No. 1) per O.R.B. 2168, page 615, of the public records of Alachua County, Florida; thence South 24°02'09"West, along said West line, a distance of 23.23 feet; thence South 35°09'16"West, along said West line, a distance of 40.20 feet; thence South 66°51'24"West, along said West line, a distance of 49.21 feet; thence South 22°29'48"West, along said West line, a distance of 73.01 feet; thence South 87°30'48"West, a distance of 70.88 feet; thence North 02°38'10"East, a distance of 91.51 feet; thence North 52°08'18"West, a distance of 34.05 feet; thence North 89°30'07"West, a distance of 66.87 feet; thence North 32°58'21"West, a distance of 31.79 feet; thence North, a distance of 4.57 feet to the said Point-of-Beginning.

Containing 0.466 Acres; more or less.

Description: (by surveyor) - **Magnolia Parke - Parcel A2**

A parcel of land lying in the West 1/2 of the Southeast 1/4 of Section 22, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run thence North 89°34'07"East, along said North right-of-way line, a distance of 1321.96 feet to the East line of the said West 1/2 of the Southeast 1/4 of said Section 22; thence North 00°25'59"West, along said East line, a distance of 790.34 feet to the Point-of-Beginning of the herein described parcel; thence continue North 00°25'59"West, along said East line, a distance of 393.08 feet; thence South 89°34'07"West, a distance of 273.20 feet to the East line of a Conservation Easement (Wetland Area No. 1) per O.R.B. 2168, page 615, of the public records of Alachua County, Florida; thence South 39°32'05"East, along said East line, a distance of 36.54 feet; thence South 32°27'23"East, along said East line, a distance of 45.21 feet; thence South 10°52'33"East, a distance of 87.29 feet; thence South 05°17'20"East, a distance of 123.63 feet; thence South 17°39'05"West, along said East line, a distance of 53.59 feet; thence South 34°01'18"West, along said East line, a distance of 79.74 feet; thence North 89°42'50"East, a distance of 261.64 feet to the said Point-of-Beginning.

Containing 1.997 Acres, more or less.

INSTRUMENT # 2394443

6 PGS

INSTRUMENT # 2394443
6 PGS

COMPOSITE EXHIBIT "A" - PAGE 2 OF 5

Description: (by surveyor) - MPOA Parcel "B", Magnolia Parke

1. A parcel of land lying in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast $\frac{1}{4}$ of Section 22, and run thence North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 1321.96 feet to the West line of the said East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 22; thence continue North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 145.93 feet to the Point-of-Beginning of the herein described parcel; thence continue North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 104.03 feet; thence North $00^{\circ}25'47''$ West, a distance of 645.58 feet; thence South $89^{\circ}37'55''$ West, a distance of 245.00 feet to the said West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 22; thence South $00^{\circ}25'59''$ East, along said West line, a distance of 186.00 feet; thence North $89^{\circ}37'55''$ East, a distance of 162.52 feet; thence South $00^{\circ}42'48''$ East, a distance of 236.44 feet; thence South $21^{\circ}53'45''$ West, a distance of 47.53 feet; thence South $00^{\circ}32'01''$ East, a distance of 179.27 feet to the said Point-of-Beginning.

Containing 2.064 Acres, more or less.

Description: (by surveyor) - MPOA Parcel "C", Magnolia Parke

A parcel of land lying in the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk marked "PCP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast $\frac{1}{4}$ of Section 22, and run thence North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 207.00 feet to the Point-of-Beginning of the herein described parcel; thence continue North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 51.94 feet; thence North $45^{\circ}25'20''$ West, a distance of 32.44 feet; thence North $00^{\circ}25'25''$ West, a distance of 214.47 feet; thence North $89^{\circ}34'07''$ East, a distance of 548.95 feet; thence South $00^{\circ}25'25''$ East, a distance of 144.40 feet; thence South $29^{\circ}05'31''$ West, a distance of 37.37 feet; thence South $40^{\circ}18'20''$ West, a distance of 79.84 feet to the said North right-of-way line; thence North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 178.07 feet; thence North $00^{\circ}21'41''$ West, a distance of 12.86 feet; thence North $45^{\circ}23'55''$ West, a distance of 18.54 feet; thence North $00^{\circ}26'10''$ West, a distance of 210.99 feet; thence North $89^{\circ}33'50''$ East, a distance of 250.53 feet; thence South $36^{\circ}41'37''$ East, a distance of 147.76 feet; thence South $00^{\circ}25'59''$ East, a distance of 96.67 feet; thence South $44^{\circ}34'01''$ West, a distance of 13.71 feet; thence South $00^{\circ}28'02''$ East, a distance of 11.48 feet to the said North right-of-way line; thence North $89^{\circ}34'07''$ East, along said North right-of-way line, a distance of 114.20 feet to the East line of said West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 22; thence North $00^{\circ}25'59''$ West, along said East line, a distance of 244.55 feet; thence South $89^{\circ}34'07''$ West, a distance of 130.48 feet; thence North $36^{\circ}41'37''$ West, a distance of 13.56 feet to the beginning of a curve, concave Southwesterly, having a radius of 82.38 feet, a central angle of $53^{\circ}44'33''$, and a chord bearing and distance of North $63^{\circ}33'53''$ West - 74.47 feet; thence Northwesterly, along said curve, an arc distance of 77.27 feet to the end of said curve; thence South $89^{\circ}33'50''$ West, a distance of 253.84 feet; thence North $00^{\circ}26'10''$ West, a distance of 277.80 feet to the beginning of a curve, concave Southwesterly, having a radius of 80.00 feet, a central angle of $89^{\circ}59'43''$, and a chord bearing and distance of North $45^{\circ}26'02''$ West - 113.13 feet; thence Northwesterly, along said curve, an arc distance of 125.66 feet to the end of said curve; thence South $89^{\circ}34'07''$ West, a distance of 311.83 feet to the beginning of said curve, concave Southeasterly, having a radius of 65.00 feet, a central angle of $92^{\circ}40'36''$, and a chord bearing and distance of South $43^{\circ}13'49''$ West - 94.05 feet; thence Southwesterly, along said curve, an arc distance of 105.14 feet to a point of reverse curvature, of a curve concave Northwesterly, having a radius of 775.44 feet, a central angle of $21^{\circ}10'08''$, and a chord bearing and distance of South $07^{\circ}28'35''$ West - 284.87 feet; thence Southwesterly, along said curve, an arc distance of 286.50 feet; thence South $89^{\circ}35'29''$ West, a distance of 137.15 feet to the beginning of a

curve, concave Northeasterly, having a radius of 968.50 feet, a central angle of 13°09'10", and a chord bearing and distance of North 83°49'56"West - 221.84 feet; thence Northwesterly, along said curve, an arc distance of 222.33 feet to the said East right-of-way line of N.W. 51st Street; said point being on a non-tangent curve, concave Southeasterly, having a radius of 501.81 feet, a central angle of 11°11'29", and a chord bearing and distance of South 05°10'20"West - 97.86 feet; thence Southwesterly, along said East right-of-way line and along said curve, an arc distance of 98.02 feet to the end of said curve; thence South 00°25'25"East, along said East right-of-way line, a distance of 17.86 feet; thence North 89°34'07"East, a distance of 207.00 feet; thence South 00°25'25"East, a distance of 207.00 feet to the said Point-of-Beginning.

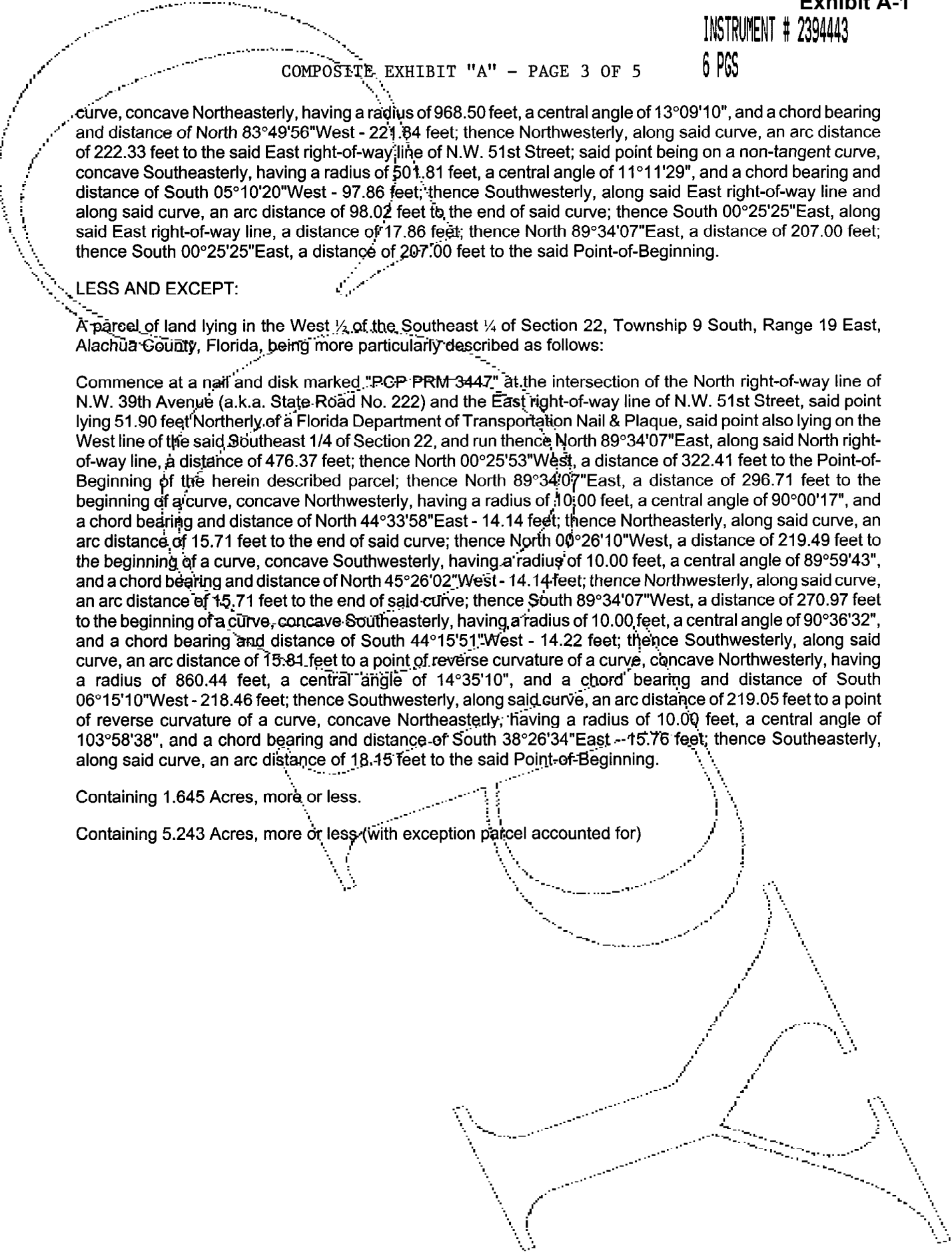
LESS AND EXCEPT:

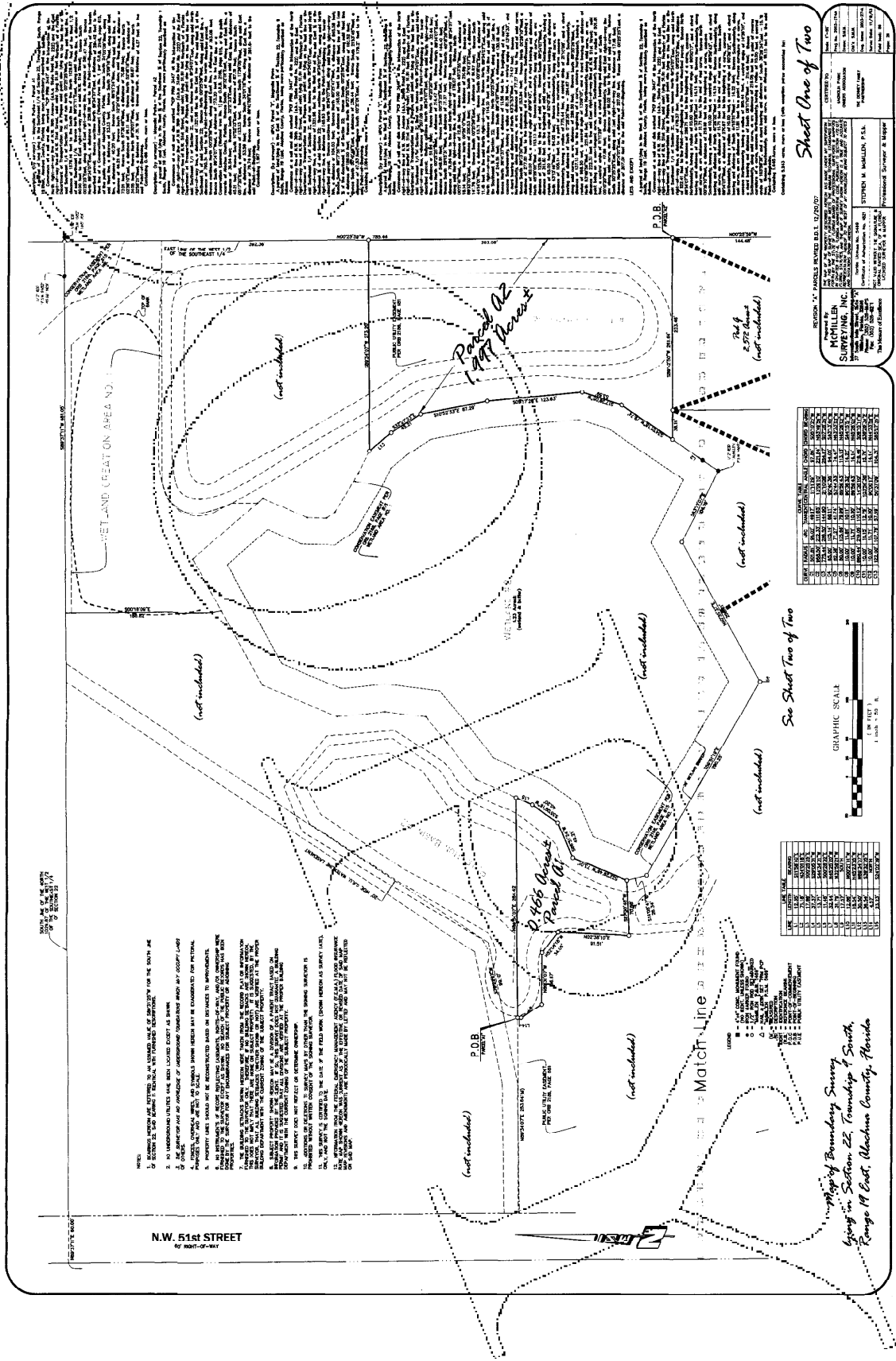
A parcel of land lying in the West ¼ of the Southeast ¼ of Section 22, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk marked "PGP PRM 3447" at the intersection of the North right-of-way line of N.W. 39th Avenue (a.k.a. State Road No. 222) and the East right-of-way line of N.W. 51st Street, said point lying 51.90 feet Northerly of a Florida Department of Transportation Nail & Plaque, said point also lying on the West line of the said Southeast 1/4 of Section 22, and run thence North 89°34'07"East, along said North right-of-way line, a distance of 476.37 feet; thence North 00°25'53"West, a distance of 322.41 feet to the Point-of-Beginning of the herein described parcel; thence North 89°34'07"East, a distance of 296.71 feet to the beginning of a curve, concave Northwesterly, having a radius of 10.00 feet, a central angle of 90°00'17", and a chord bearing and distance of North 44°33'58"East - 14.14 feet; thence Northeasterly, along said curve, an arc distance of 15.71 feet to the end of said curve; thence North 00°26'10"West, a distance of 219.49 feet to the beginning of a curve, concave Southwesterly, having a radius of 10.00 feet, a central angle of 89°59'43", and a chord bearing and distance of North 45°26'02"West - 14.14 feet; thence Northwesterly, along said curve, an arc distance of 15.71 feet to the end of said curve; thence South 89°34'07"West, a distance of 270.97 feet to the beginning of a curve, concave Southeasterly, having a radius of 10.00 feet, a central angle of 90°36'32", and a chord bearing and distance of South 44°15'51"West - 14.22 feet; thence Southwesterly, along said curve, an arc distance of 15.81 feet to a point of reverse curvature of a curve, concave Northwesterly, having a radius of 860.44 feet, a central angle of 14°35'10", and a chord bearing and distance of South 06°15'10"West - 218.46 feet; thence Southwesterly, along said curve, an arc distance of 219.05 feet to a point of reverse curvature of a curve, concave Northeasterly, having a radius of 10.00 feet, a central angle of 103°58'38", and a chord bearing and distance of South 38°26'34"East - 15.76 feet; thence Southeasterly, along said curve, an arc distance of 18.15 feet to the said Point-of-Beginning.

Containing 1.645 Acres, more or less.

Containing 5.243 Acres, more or less (with exception parcel accounted for)



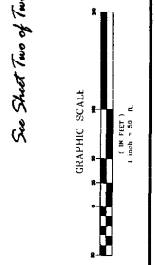


- NOTES:
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1997 AND THE RULES OF PRACTICE FOR SURVEYORS IN THE STATE OF FLORIDA.
 2. IN LANDSCAPED AREAS, THE BOUNDARIES OF THE SURVEYED AREAS ARE SHOWN BY DOTTED LINES.
 3. THE BOUNDARIES OF THE SURVEYED AREAS ARE SHOWN BY DOTTED LINES.
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 19. THE BOUNDARIES OF THE SURVEYED AREAS ARE SHOWN BY DOTTED LINES.
 20. THE BOUNDARIES OF THE SURVEYED AREAS ARE SHOWN BY DOTTED LINES.

Sheet One of Two

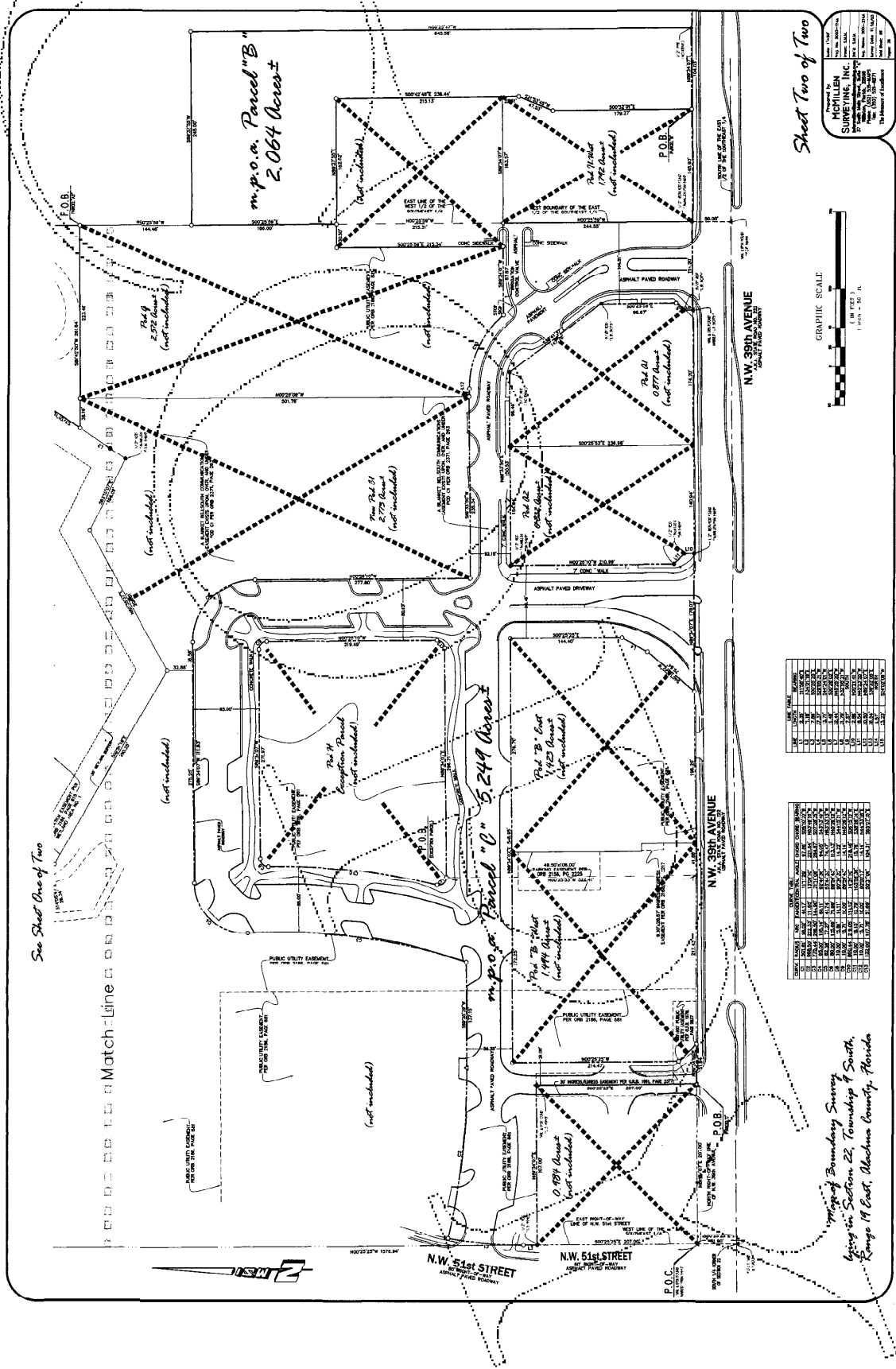
REVISION: 1. PARCELS REVERSED BY 12/26/07
 MARY P. SURVING, INC.
 10000 W. 51st Street, Suite 100
 Fort Lauderdale, Florida 33309
 Telephone: (954) 571-1111
 Fax: (954) 571-1112
 E-mail: msurving@msurving.com
 www.msurving.com

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
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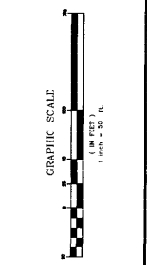


NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
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Map of Boundary Survey
 lying in Section 22, Township 1 South,
 Range 14 East, Alachua County, Florida



Surveyed by
SCHELLER
 SURVEYING, INC.
 1000 S. W. 10th St.
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112



LINE NO.	BEARING	DISTANCE
1	N 0° 00' 00" E	100.00
2	N 90° 00' 00" E	100.00
3	N 0° 00' 00" E	100.00
4	N 90° 00' 00" E	100.00
5	N 0° 00' 00" E	100.00
6	N 90° 00' 00" E	100.00
7	N 0° 00' 00" E	100.00
8	N 90° 00' 00" E	100.00
9	N 0° 00' 00" E	100.00
10	N 90° 00' 00" E	100.00
11	N 0° 00' 00" E	100.00
12	N 90° 00' 00" E	100.00
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47	N 0° 00' 00" E	100.00
48	N 90° 00' 00" E	100.00
49	N 0° 00' 00" E	100.00
50	N 90° 00' 00" E	100.00

*Map of Boundary Survey
 lying in Section 22, Township 4 South,
 Range 14 East, Alachua County, Florida*

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 259/407 2 PG(S)
September 02, 2010 08:07:09 AM
Book 3979 Page 846
J. K. IRBY Clerk of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: \$2,100.00



1850
2/00/00

Prepared by and return to:

James D. Salter, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
3940 NW 16th Blvd., Bldg B
Gainesville, FL 32605
352-376-8201
File Number: 10-0808.2 DE

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PO-2
SFMH&M
RETURN TO

Warranty Deed

This Warranty Deed made on **August 31, 2010** between **POD 1-2, LLC**, a Florida limited liability company whose post office address is **7545 W University Avenue, Suite B, Gainesville, FL 32607**, grantor, and **Michael S. Ryals and Jane S. Ryals, husband and wife** whose post office address is **5601 NW 88th Street, Gainesville, FL 32653**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Unit No. A of MAGNOLIA PARKE POD 1-2, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3867, Page 1527, and all exhibits and amendments thereof, and recorded in Condominium Plat Book 10, Page 94-95, Public Records of Alachua County, Florida.

Parcel Identification Number: 06064-050-001

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.


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

To Have and to Hold, the same in fee simple forever.

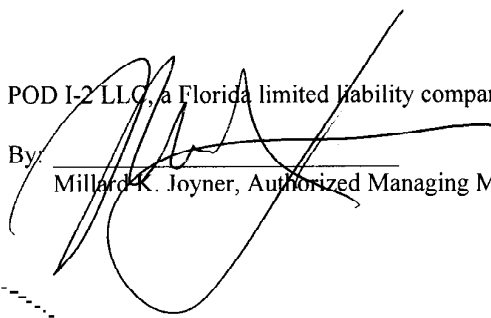
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2009**.

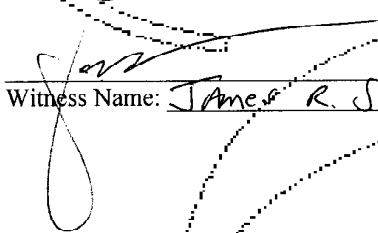
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: JAMES D. SALTER

POD I-2 LLC, a Florida limited liability company

By 
Millard K. Joyner, Authorized Managing Member


Witness Name: James R. Stewart

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 31st day of August, 2010 by Millard K. Joyner, Authorized Managing Member of POD I-2 LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
James D. Salter
Commission # DD991372
Expires: MAY 30, 2014
BONDED THRU ATLANTIC BONDING CO., INC.


Notary Public

Printed Name: _____

My Commission Expires: _____

18.50
108.80
RETURN TO:
SFMH&M

130118B
RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2507677 2 PGS
Jun 10, 2009 09:27 AM
BOOK 3884 PAGE 381
J. K. IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 410718

Doc Stamp-Deed: \$1,108.80



2507677 2 PGS

Prepared by and return to:
James D. Salter, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
3940 NW 16th Blvd., Bldg B
Gainesville, FL 32605
352-376-8201
File Number: 09-0514.2 JB

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Warranty Deed

This Warranty Deed made on **June 8, 2009** between **POD I-2 LLC**, a Florida limited liability company whose post office address is **7545 W University Avenue, Suite B, Gainesville, FL 32607**, grantor, and **Christopher Roberts & Michelle Fortner, LLC**, a Florida limited liability company whose post office address is **4318 NW 155th Terrace, Newberry, FL 32669**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Unit No. C of Magnolia Parke Pod L2, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3867, Page 1527, and all exhibits and amendments thereof, Public Records of Alachua County, Florida.

Parcel Identification Number: Portion of 06064-005-002

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2008**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[Handwritten signature]

Signed, sealed and delivered in our presence:

[Signature]

Witness Name: JAMES D. SALTER

POD I-2 LLC, a Florida limited liability company

By: *[Signature]*
Millard K. Joyner, Authorized Managing Member

(Corporate Seal)

[Signature]
Witness Name: Jenese Bolduc

INSTRUMENT # 2507677 2 PGS

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 8th day of June, 2009 by Millard K. Joyner, Authorized Managing Member of POD I-2 LLC, a Florida limited liability company, on behalf of the corporation. He [X] is personally known to me or [] has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC-STATE OF FLORIDA
James D. Salter
Commission # DD541424
Expires: MAY 30, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public

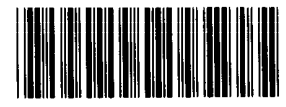
Printed Name: _____

My Commission Expires: _____

130118B

RECORDED IN OFFICIAL RECORDS **Exhibit A-1**
INSTRUMENT # 2494278 2 PGS
Apr 02, 2009 04:25 PM
BOOK 3868 PAGE 2397
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 403967

Doc Stamp-Deed: \$2,127.30



2494278 2 PGS

19.58
2197.30
RETURN TO:
SFM-18M
JB

Prepared by and return to:
James D. Salter, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
3940 NW 16th Blvd., Bldg B
Gainesville, FL 32605
352-376-8201
File Number: 09-0236.2 JB

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Warranty Deed

This Warranty Deed made on **April 1, 2009** between **POD I-2 LLC**, a Florida limited liability company whose post office address is **7545 W University Avenue, Suite B, Gainesville, FL 32607**, grantor, and **Herlevich & Krol Properties, LLC**, a Florida limited liability company whose post office address is **111 SW 136th Street, Newberry, FL 32669**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Unit No. D, MAGNOLIA PARKE POD I-2, A CONDOMINIUM, according to the Declaration of Condominium recorded in Official Records Book 3867, Page 1527, Public Records of Alachua County, Florida, together with the common elements appurtenant thereto.

Parcel Identification Number: 06064-005-002 (portion of)

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2008**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Witness Name: JAMES D. SALTER

POD I-2 LLC, a Florida limited liability company

By: *[Signature]*
Millard K. Joyner, Authorized Managing Member

(Corporate Seal)

[Signature]
Witness Name: JENESSE BALDUCCI

INSTRUMENT # 2494278 2 PGS

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 1st day of April, 2009 by Millard K. Joyner, Authorized Managing Member of POD I-2 LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC - STATE OF FLORIDA
James D. Salter
Commission # DD541424
Expires: MAY 30, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

18.50
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H&M
JB
RETURN

130118B
RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2497690 - 2 PGS
Apr 22, 2009 08:46 AM
BOOK 3872 PAGE 1772
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County Florida
CLERK31 Receipt # 405809

Doc Stamp-Deed: \$2,137.10



2497690 2 PGS

Prepared by and return to:
James D. Salter, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
3940 NW 16th Blvd., Bldg B
Gainesville, FL 32605
352-376-8201
File Number: 09-9327.2 JB

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Warranty Deed

This Warranty Deed made on **April 20, 2009** between **POD I-2 LLC**, a Florida limited liability company whose post office address is **7545 W University Avenue, Suite B, Gainesville, FL 32607**, grantor, and **Michael S. Ryals and Jane S. Ryals, husband and wife**, whose post office address is **5601 NW 88th Street, Gainesville, FL 32653**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Unit No. E of Magnolia Parke Pod I-2, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3867, Page 1527, and all exhibits and amendments thereof, Public Records of Alachua County, Florida.

Parcel Identification Number: Portion of 06064-005-002

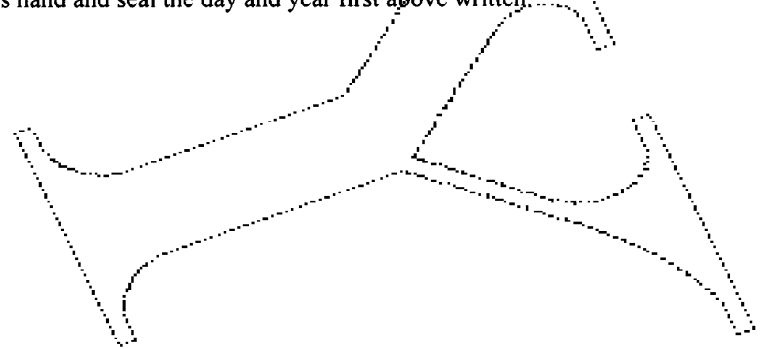
Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2008**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.



Signed, sealed and delivered in our presence:

[Signature]
Witness Name: JAMES D. SALTER

POD I-2 LLC, a Florida limited liability company

By: *[Signature]*
Millard K. Joyner, Authorized Managing Member

(Corporate Seal)

[Signature]
Witness Name: James R Stewart

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 20th day of April, 2009 by Millard K. Joyner, Authorized Managing Member of POD I-2 LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC-STATE OF FLORIDA
James D. Salter
Commission # DD541424
Expires: MAY 30, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public

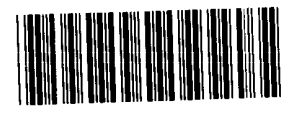
Printed Name: _____

My Commission Expires: _____

INSTRUMENT # 2497690 2 PGS

130118B
RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2494285
Apr 02, 2009 04:29 PM
BOOK 3868 PAGE 2428
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 403969

Doc Stamp-Deed: \$2,389.10



2494285 2 PGS

18.50
2389.10
JB
SFVH&M

Prepared by and return to:
James D. Salter, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
3940 NW 16th Blvd., Bldg B
Gainesville, FL 32605
352-376-8201
File Number: 08-0461.2 JB

[Space Above This Line For Recording Data]

RETURN TO:

Warranty Deed

This Warranty Deed made on **April 1, 2009** between **POD I-2 LLC**, a Florida limited liability company whose post office address is **7545 W University Avenue, Suite B, Gainesville, FL 32607**, grantor, and **TDKM of Gainesville, LLC**, a Florida limited liability company whose post office address is **340 NW 76th Drive, Gainesville, FL 32607**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs, and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Unit No. 1, MAGNOLIA PARKE POD I-2, A CONDOMINIUM, according to the Declaration of Condominium recorded in Official Records-Book 3867, Page 1527, Public Records of Alachua County, Florida, together with the common elements appurtenant thereto.

Parcel Identification Number: 06064-005-002 (portion of)

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2008**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Witness Name: JAMES D. SALTER

PODI-2 LLC, a Florida limited liability company

By *[Signature]*
Millard K. Joyner, Authorized Managing Member

(Corporate Seal)

[Signature]

Witness Name: Jenise Bolduc

INSTRUMENT # 2494285 2 PGS

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 1st day of April, 2009 by Millard K. Joyner, Authorized Managing Member of POD I-2 LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC-STATE OF FLORIDA
James D. Salter
Commission # DD541424
Expires: MAY 30, 2010
BONDED THROUGH ATLANTIC BONDING CO., INC.

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

**APPLICATION PACKET
TABLE OF CONTENTS**

1. Cover Letter
2. PD Rezoning Application
3. Authorization/Ownership Affidavits
4. Legal Description
5. Tax Record Cards
6. Deeds
- 7. PD Layout Plan**
8. PD Report
9. Neighborhood Workshop Materials

**APPLICATION PACKET
TABLE OF CONTENTS**

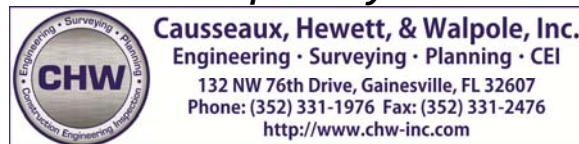
1. Cover Letter
2. PD Rezoning Application
3. Authorization/Ownership Affidavits
4. Legal Description
5. Tax Record Cards
6. Deeds
7. PD Layout Plan
- 8. PD Report**
9. Neighborhood Workshop Materials

Magnolia Parke Planned Development (PD)
Rezoning
Justification Report

Prepared for Submittal to:
The City of Gainesville, Florida

Prepared on Behalf of:
HCA Federal Credit Union

Prepared by:



May 6, 2013

PN 13-0128

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I. EXECUTIVE SUMMARY

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning • CEI

To: Mr. Erik Bredfeldt, AICP, Ph.D., Planning and Development Director #13-0128
From: Gerry Dedenbach, AICP, LEED® AP, Director of Planning and GIS Services
Date: May 6, 2013
Re: Magnolia Parke Planned Development (PD) Rezoning

<p><u>Jurisdiction:</u> City of Gainesville</p>	<p><u>Intent of Development:</u> Mixed-use Planned Development</p>
<p><u>Description of Location:</u> Intersection of NW 39th Avenue & NW 51st Street</p>	
<p><u>Parcel Numbers:</u> 06061-002-002, 06061-003-002, 06061-002-001, 06064-005-000, 06061-002-003, 06061-002-000, 06061-001-000, 06061-003-000, 06064-005-001, 06061-003-006, 06061-003-005, 06061-003-004, 06064-050-001, 06064-050-005, 06064-050-002, 06064-050-006, 06064-050-007, 06064-050-008, 06064-050-003, 06064-050-004, 06064-050-009, and 06061-003-001</p>	<p><u>Acres:</u> ± 33acres <i>(Source: The Alachua County Property Appraiser)</i></p>
<p><u>Current Zoning Category:</u> <i>Planned Development</i> Ordinance 0-00-063, as amended by Ordinances 0-00-63 and 0-08-02, <i>Magnolia Parke Planned Development</i> mixed-use shopping center.</p>	
<p><u>Proposed Zoning Category:</u> <i>Planned Development</i> <i>Magnolia Parke Planned Development</i> mixed-use shopping center.</p>	
<p><u>Existing Maximum Density / Intensity</u> As currently approved by Ordinance 96091, as amended by Ordinances 991285 and 070763</p>	
<p><u>Proposed Density/Intensity</u> As currently approved by Ordinance 096091, as amended by Ordinances 991285 and 070763, + 1 additional drive-through lane in Pod A</p>	
<p><u>Net Change</u> One additional drive-through lane in Pod A</p>	

II. Statement of Proposed Change

This Rezoning application requests to change the Planned Development (PD) zoning to PD on the ±33 acre site in order to allow for one additional drive-through lane in Pod A. The site is located at the northeast quadrant of the NW 39th Avenue and NW 51st Street intersection. There are no additional entitlements being sought.

III. Purpose and Intent

The PD to PD rezoning is being sought to enable the reuse of an existing building that formerly housed a restaurant with drive-through. A bank has acquired the site and requires two (2) drive-through lanes. Land Development Code (LDC) section 30-38.3(e)(7) reads, in part:

“Unless otherwise prohibited or regulated by a special area plan, the development of new free-standing drive-through facilities or expansion of or development activity at existing free-standing drive-through facilities shall be permitted, by right, only within shopping centers or mixed-use centers. No direct access connections from the street to the drive-through shall be allowed. Access to the drive-through shall be through the shopping center or mixed-use center parking area. Mixed-use centers shall be defined as developments regulated by a unified development plan consisting of three or more acres, having a minimum of 25,000 square feet of gross floor area, and providing centralized motorized vehicle access and a mix of at least three uses which may include residential or nonresidential uses in any combination. Mixed-use centers may include planned developments which meet the criteria listed in this policy.”

The site is not within a Special Area Plan governed location. There are no direct access connections to NW 39th Avenue or NW 51st Street, or any other public street, by the drive-through. The site is a zoned PD, and entitles the property for a mixed-use development/center with greater than 25,000 square feet of gross floor area. Therefore, a drive-through would otherwise be permitted by-right were it not for the site-specific PD limitation. Therefore, the following changes are necessary:

Ordinance 960941, as carried over in Ordinances 991285 and 070763: Condition 13

“Only one drive-through with a maximum of two (2) drive-through lanes shall be permitted in Pod “A” and “B” as identified on the PD Layout Plan and only used as an accessory use to a financial institution or an eating place. One additional drive-through shall be permitted on Pod “G” or “I” as identified on the PD Layout Plan and only used as an accessory use to a financial institution or eating place. If a drive-through is located on Pod “I”, it shall be developed in conformance with the design and layout standards of the TCEA for drive-throughs until such time that it is included in the TCEA. If a drive-through is located on Pod “G”, it shall adhere to the design and layout standards of the TCEA for drive-throughs. Direct access to the drive-through is not permitted from N.W. 39th Avenue. The facility shall be designed to gain access internally from the Magnolia Parke Development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the development that will have the least conflict with pedestrian and bicycle travel routes.”

The PD Development Standards for Auto Circulation and Drive-Through Facilities will be amended to correspond to the above Condition 13 changes:

Table 2-5: STANDARDS FOR AUTO CIRCULATION AND DRIVE THROUGH FACILITIES

Pod	A & I	B	C	D	E	F	G
Auto Circulation	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review.	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions, and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions, and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions, and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions, and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions, and movement of circulation will be established at the time of development review.
Drive-through Facilities	Only one drive-through <u>with a maximum of two (2) drive-through lanes</u> shall be permitted in Pod "A" or "B" as identified on the PD Layout Plan and only in association with financial institutions <u>or eating places</u> . Direct access to the drive-through shall not be permitted from N.W. 39 th Avenue. The facility shall be designed to gain access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes. Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas. Pod "I" and "G" shall be allowed only one drive-through facility and only in association with a financial institution or eating place.	Only one drive-through <u>with a maximum of two (2) drive-through lanes</u> shall be permitted in Pod "A" or "B" as identified on the PD Layout Plan and only in association with financial institutions <u>or eating places</u> . Direct access to the drive-through shall not be permitted from N.W. 39 th Avenue. The facility shall be designed to gain access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes. Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas. Pod "I" and "G" shall be allowed only one drive-through facility and only in association with a financial institution or eating place.	Not allowed.	Not allowed.	Not allowed.		Pod "G" and "I" shall be allowed on one drive-through facility and only in association with a financial institution or eating place. Direct access to the drive-through shall not be permitted from N.W. 39 th Avenue. The facility shall be designed to gain from access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes. Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas.

The project site fronts NW 39th Avenue to its south. The site has public access points from right-of-ways internal to the PD. The proposed PD changes do not affect right-of-way traffic circulation.

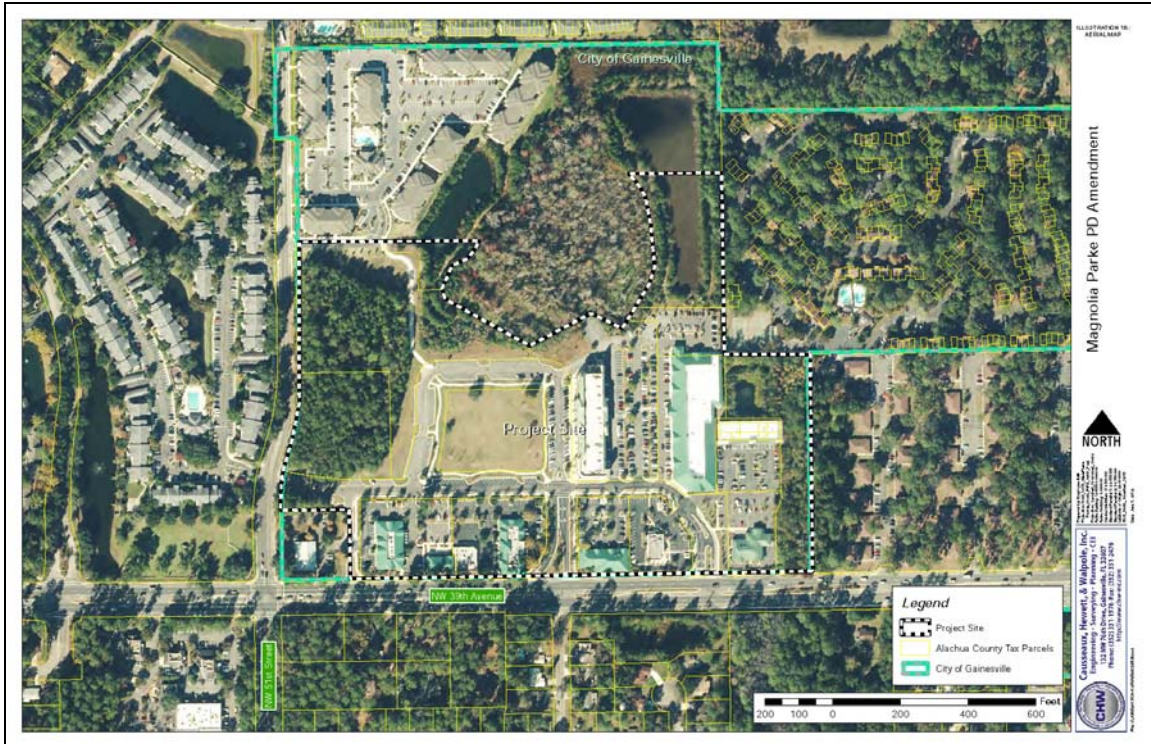


Figure 1: Aerial Map

Table 1: Surrounding Future Land Use and Zoning Designations

Direction	Future Land Use Designation	Zoning Designation
North	MUL	MU-1
East	Res-Med Hi	R-2
South	Res-Low	R-1A
West	Com/Res-Med Hi	PD

Figures 2 and 3 depict the existing FLU Map (FLUM) and Official Zoning Atlas, respectively.

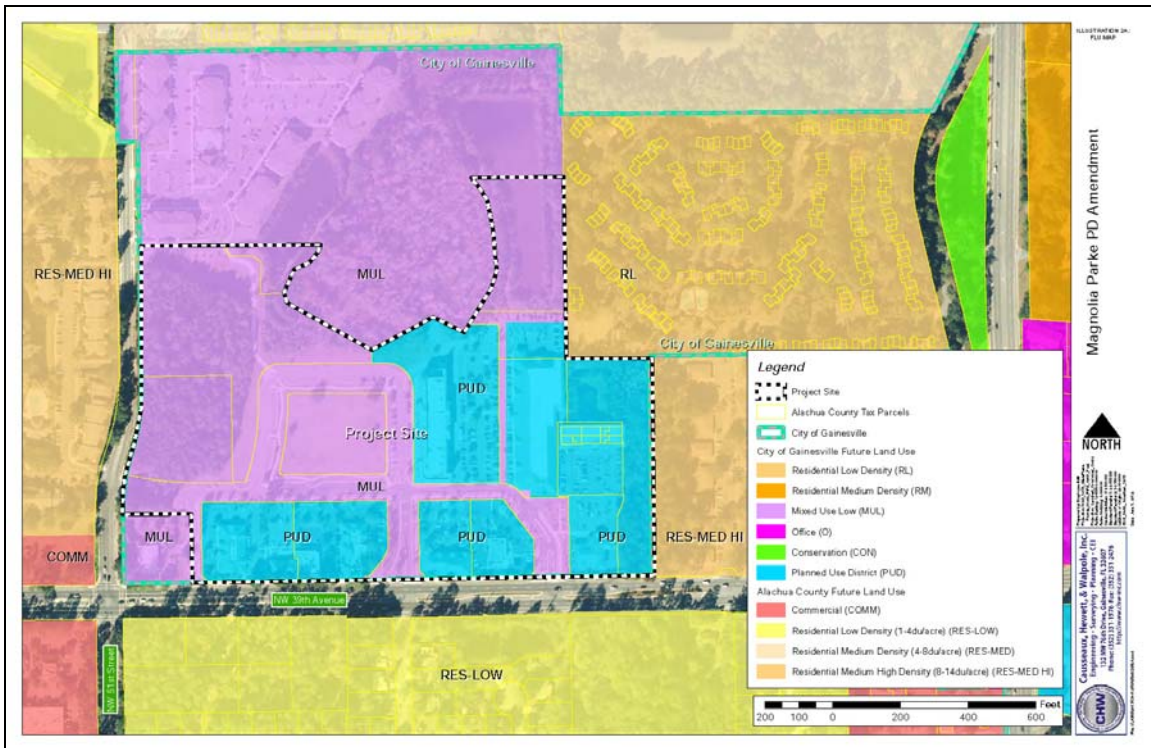


Figure 2: Existing Future Land Use Map

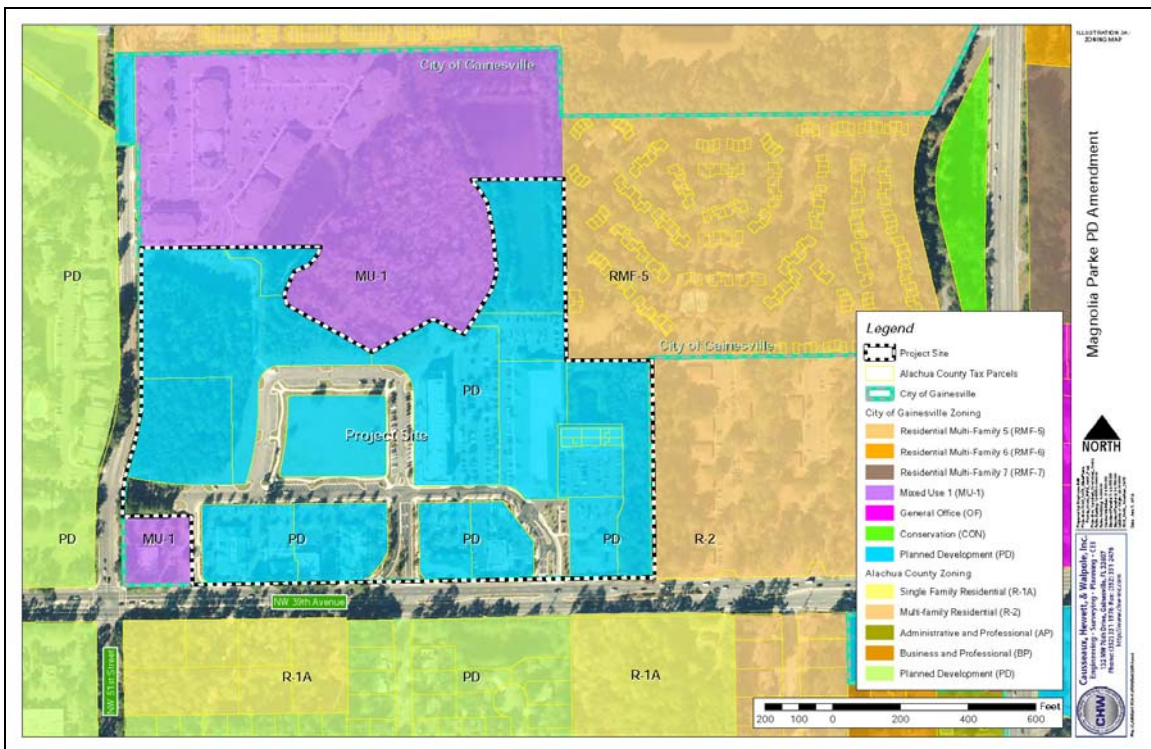


Figure 3: Existing Zoning Map

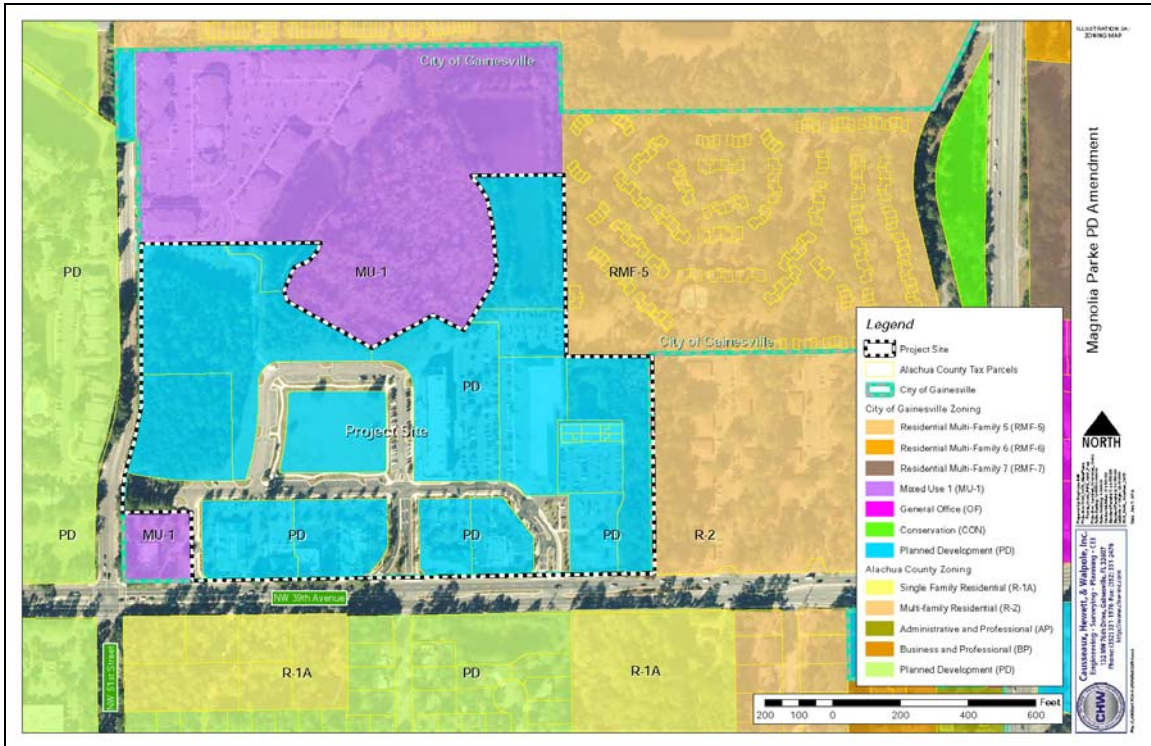


Figure 4: Proposed Zoning Map

IV. Statistical Information

Description	PD Total Area
Total Site Acreage	± 33 acres
Maximum Intensity	290,000 square feet
Maximum Dwelling Units	400

V. PD Development Standards

Pod	Max. No of Principle Structures	Max. F.A.R. Includes Residential/ Non-residential	*Maximum Square Feet of Non-residential	*Maximum Square Feet of Non-residential ground floor	*Minimum Required Square Feet of Residential	Maximum Units per Acre/Max Total Units	Allowable Uses By Floor	Floor max/min
A	2	.20	16,000 (12,000 max. per building)	16,000	N/A		1 & 2 retail/office	2/1
B	3	.20	24,000 (12,000 max. per building)	24,000	N/A		1 & 2 retail/office	2/1
C	N/A	1.3	56,000	28,000	20,000		1 & 2 retail/office, 2,3, & 4 residential	4/2
D	N/A	1.3	72,000	36,000	20,000		1 & 2 retail/office, 2,3, & 4 residential	4/2
E	N/A	.48	38,000	38,000	40,000		1- reatail/office, 2 & 3 residential	3/2
F	N/A	.10	10,000	10,000	N/A		1-civic, office, retail, public facilities	N/A
***G	N/A	.55	30,000	30,000	N/A		Self-storage	1
**G	N/A	.35	44,000	44,000	N/A	15 U/A	1 & 2 retail/office/ residential	2/1
**I	N/A	.35	30,000	30,000	N/A		1 & 2 retail/office	2/1
H	N/A	N/A	N/A	N/A	N/A	N/A	Drainage/offi ce space	N/A
Intensity **	N/A	N/A	**290,000	**226,000	80,000	20u/a/400 (average over MUL area)	N/A	N/A

*Square footage figures are in terms of gross square feet.

Revised by Community Development Staff for June 16, 1997, City Commission Meeting.

**PD Amendment dated February 14, 2000

***The total maximum square footage is 276,000 if Pod G is developed as self-storage.

Additional Development Standards included as part of Ordinance 0-97-41, as amended by Ordinances 0-00-63 and 0-08-02, will remain as part of the proposed PD rezoning (Attachment 'A'), except as amended by this proposed PD rezoning to allow for an additional drive-through lane in Pod A.

VI. Unified Signage Plan

Signage standards included as part of Ordinance 0-97-41, as amended by Ordinances 0-00-63 and 0-08-02, will remain as part of the proposed PD rezoning (Attachment 'A').

VII. Tree Preservation and Landscaping

Tree preservation and landscaping standards included as part of Ordinance 0-97-41, as amended by Ordinances 0-00-63 and 0-08-02, will remain as part of the proposed PD rezoning (Attachment 'A').

VIII. Stormwater Management Facilities

Stormwater management facilities are in place. No modification to the existing stormwater management facilities, as approved, designed, and constructed, are proposed. Stormwater management facilities standards included as part of Ordinance 0-97-41, as amended by Ordinances 0-00-63 and 0-08-02, will remain as part of the proposed PD rezoning (Attachment 'A').

IX. Development Schedule

Magnolia Parke PD is essentially built-out and infrastructure obligations, including sidewalks, streets, etc., as conditions for previous approvals have been met. The proposed PD rezoning does not increase entitlements (i.e. intensity, density) beyond those currently approved for Magnolia Parke.

X. Enumeration of Differences

One drive-through lane.

XI. Unified Control

The Magnolia Parke Owners Association, Inc. represents all of the property owners within the PD.

XII. Phasing

The PD does not include phasing as Magnolia Parke is essentially built-out.

XIII. Development Time Limits

Magnolia Parke is essentially built-out and the requirement for construction activities to occur, as previously placed on the existing PD, have been met.

XIV. PD Objectives

1. Permit outstanding and innovative residential and nonresidential developments with a building orientation generally toward streets and sidewalks; provide for an integration of housing types and accommodation of changing lifestyles within neighborhoods; and provide for design which encourages internal and external convenient and comfortable travel by foot, bicycle, and transit through such strategies as narrow streets, modest setbacks, front porches, connected streets, multiple connections to nearby land uses, and mixed uses.

Response: PD Design Standards are included as Attachment 'A' to this PD Report. Magnolia Parke has been developed with a system of internal roadways, cross access points, and buildings brought close to NW 39th Avenue for those Pods or parcels along the PD's southern boundary.

2. Provide flexibility to meet changing needs, technologies, economics and consumer preferences.

Response: Magnolia Parke is essentially built-out. The mix of uses and entitlements as well as the development standards, with the exception of permitting one additional drive-through lane, are being maintained. Therefore, Magnolia Parke may redevelop in a continued mix-use fashion.

3. Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing and outstanding landscape features and scenic vistas.

Response: The previously approved landscaping and open space requirements are being maintained. Therefore, there are assurances that future redevelopment, should it occur, will not detract from the cohesiveness of landscaping and open space, with particular noting of Pod F.

4. Lower development and building costs by permitting smaller networks of utilities, a network of narrower streets, and the use of more economical development patterns and shared facilities.

Response: Magnolia Parke is essentially built-out and the infrastructure in-place.

5. Achieve overall coordinated building and facility relationships and infill development, and eliminate the negative impacts of unplanned and piecemeal development.

Response: The proposed PD rezoning, although substantially maintaining the existing entitlements, mix of uses, and development standards, will allow for reuse of an existing building within a mixed-use, planned development.

6. Enhance the combination and coordination of architectural styles, building forms and building relationships within the development.

Response: The proposed PD rezoning does not affect the architectural continuity of the development.

7. Promote the use of traditional, quality-of-life design features, such as pedestrian scale, parking located to the side or rear of buildings, narrow streets, connected streets, terminated vistas, front porches, recessed garages, alleys, aligned building facades that face the street, and formal landscaping along streets and sidewalks.

Response: Internal pedestrian, non-motorized, and motorized transportation network will be maintained. There are no changes to the limitations on building height and massing.

XV. Minimum Requirements for Rezoning to Planned Development.

An applicant for a PD rezoning must present evidence that justifies the rezoning. Justification must include one or more of the following:

- (1) Unique and promoted by comprehensive plan. The proposed development is unique. Although it does not fit within an existing zoning district, it is consistent with the city comprehensive plan, except it may require a land use change. Other options available under the existing zoning district(s) in the city land development code would not allow the use and associated design elements of the proposed project.

Response: The proposed rezoning does not alter, amend, subtract from, or increase the mixed-used entitlements previously approved for the site by Ordinance 0-97-41, as amended and re-adopted by Ordinance 0-00-63 and Ordinance 0-08-02. The PD utilizes a combination of development standards and conditions not otherwise applied throughout the City at large to create a mixed-use development.

- (2) Size, scale, complexity and design. The proposed development is of such size, scale, complexity, and/or unique design that it would be inconvenient and inefficient to process such a proposal outside the PD process.

Response: Outside of the PD process it would not be possible to create a unified development plan for the mix of uses that comprise the Magnolia Parke PD. The unified development plan enabled through the PD process allows for a gridded street and block development that would not be possible through autonomous parcel-by-parcel development. The proposed rezoning maintains the PD's unified development plan.

- (3) Specialized compatibility and design characteristics. The nature of the proposed use at a specific site requires specialized design characteristics to preserve and protect neighborhood character, environmental concerns and other concerns unique to the immediate area, consistent with comprehensive plan policies.

Response: The Magnolia PD's compatibility and design characteristics were established as part of the rezoning adoption processes and hearings in 1997, 2000, and 2008. Environmental concerns and wetland mitigation were addressed as part of original PD rezoning.

XVI. Requirements and Evaluation of PD

The PD report shall address each item in the subsections below. In considering a proposed PD for approval, the city plan board and the city commission shall evaluate the proposal in consideration of these criteria:

- (1) Conformance with the PD objectives and the comprehensive plan. No development plan may be approved unless it is consistent with the objectives set forth in section 30-211(b), and the city's comprehensive plan, future land use map and concurrency management system.

Response: The PD rezoning does not increase entitlements currently afforded by the existing PD. Consistency with the City's Comprehensive Plan, Future Land Use Map, and PD objectives have been previously established by approval of the PD in 1997, and as amended in 2000 and 2008. In the context of one additional drive-through lane and maintenance of the existing PD development, the proposed PD rezoning is consistent with the following Comprehensive Plan policies:

FLUE Policy 1.2.3: The City should encourage mixed-use development, where appropriate.

FLUE Policy 1.2.4: The City should reduce or eliminate minimum parking requirements, where appropriate.

FLUE Policy 4.6.1: Chapter 30, City of Gainesville Code of Ordinances shall implement the Future Land Use categories created by this Plan and shall regulate all development until superseded by new land development regulations as required by this Plan. The Land Development Code shall designate the zoning districts that implement the Future Land Use categories created by this Plan. Proposed developments that do not fall within the parameters of existing zoning districts and categories shall be permitted to develop as Planned Developments and shall meet all the requirements of that zoning classification and the Future Land Use Element.

Response: The proposed PD rezoning maintains the existing mixed-use PD. An additional drive-through lane may result in a reduction in off-street parking spaces, but the requisite number of spaces will be maintained. A PD rezoning is being maintained because the mix of uses and development parameters, including minimum residential requirements, maximum intensity, landscaping, etc. cannot be effectively implemented outside of a PD zoning.

- (2) Concurrency. The proposed PD must meet the level of service standards adopted in the comprehensive plan. Proof of meeting these standards shall exist in the form of a certificate of concurrency exemption, certificate of preliminary or final concurrency (as applicable at the particular review stage), or certificate of conditional concurrency reservation.

Response: There are no additional entitlements sought. Further, the PD is substantially developed, and the proposed PD to PD rezoning is the result of a limitation on drive-through lanes. Concurrency, including transportation impacts

resulting in individual parcel development, redevelopment, or change-of-use shall be analyzed at time of development plan approval.

- (3) Internal compatibility. All land uses proposed within a PD must be compatible with other proposed uses; that is, no use may have any undue adverse impact on any neighboring use, based on the streetscape, treatment of pedestrian ways and circulation, motor vehicle circulation, and the separation and buffering of parking areas and sections of parking areas; the existence or absence of, and the location of, focal points and vistas, open spaces, plazas, recreational areas and common areas, and use of existing and proposed landscaping; use of the topography, physical environment and other natural features; use and variety of building setback or build-to lines, separations and buffering; use and variety of building groupings, building sizes, architectural styles, and materials; variety and design of dwelling types; particular land uses proposed, and conditions and limitations thereon; and any other factor deemed relevant to the privacy, safety, preservation, protection or welfare of any proposed use within the PD.

Response: The existing PD was approved, in part, by a finding that it is compatible with adjoining and surrounding development. This compatibility will be maintained as any impact resulting from the proposed PD will be confined internally to the site. Further, being that the proposed PD change affects only Pod 'A', which is built-out, existing impervious surface would be used to implement the requested change to allow an additional drive-through lane. Consequently, there are no further impacts on wetlands, open space, stormwater management, etc. All buffering standards will be maintained, and no wetlands will be impacted.

- (4) External compatibility. All land uses proposed within a PD must be compatible with existing and planned uses of properties surrounding the PD; that is, no internal use may have any avoidable or undue adverse impact on any existing or planned surrounding use, nor shall any internal use be subject to undue adverse impact from existing or planned surrounding uses. An evaluation of the external compatibility of a PD should be based on the following factors: adjacent existing and proposed uses, design of the development, traffic circulation, and density and intensity.

Response: There are existing PD conditions regarding direct access by drive-throughs to external roads, including NW 39th Avenue, will be maintained. Any changes to the internal layout of individual parcels with Pod 'D' will affect that individual parcel and not adjoining parcels either within or not within the PD boundaries.

- (5) Intensity of development. The residential density and intensity of use of a PD shall be compatible with (that is, shall have no undue adverse impact upon) the physical and environmental characteristics of the site and surrounding lands, and they shall comply with the policies and density limitations set forth in the comprehensive plan. Within the maximum limitation of the comprehensive plan, the permitted residential density and intensity of use in a PD may be adjusted upward or downward in consideration of the following factors: the availability and location of public and utility services and facilities; the trip capture rate of development; and the degree of internal and external connectedness of streets.

Response: Environmental and wetland mitigation were addressed at previous PD approvals. There are no changes being proposed that would affect protected

open space, wetlands, stormwater management, etc. The density and intensity parameters set forth in the existing PD will be maintained.

- (6) Usable open spaces, plazas and recreation areas. Usable open spaces, plazas and recreation areas provided within a PD shall be evaluated based on conformance with the policies of the comprehensive plan and the sufficiency of such areas to provide appropriate recreational opportunities, protect sensitive environmental areas, conserve areas of unique beauty or historical significance, enhance neighborhood design, and encourage compatible and cooperative relationships between adjoining land uses.

Response: There are no changes to open spaces, plazas, or recreational areas. The propose PD modification does not increase demand for recreational facilities. Shared and joint access throughout the PD will be maintained.

- (7) Environmental constraints. The site of the PD shall be suitable for use in the manner proposed without hazards to persons either on or off the site from the likelihood of increased flooding, erosion or other dangers, annoyances or inconveniences. Condition of soil, groundwater level, drainage and topography shall all be appropriate to the type, pattern and intensity of development intended. The conditions and requirements of article VIII, environmental management, including surface water, gateway, nature park, greenway, uplands, and wellfield overlay districts, must be met.

Response: The proposed changes to the existing PD only affect Pod 'A', which is built-out. Therefore, an additional drive-through lane would need to be located on existing impervious surface. Consequently, there would not be an impact on stormwater management, including drainage, potential for flooding, erosion, etc.

- (8) External transportation access. A PD shall be located on, and provide access to, a major street (arterial or collector) unless, due to the size of the PD and the type of uses proposed, it will not adversely affect the type or amount of traffic on adjoining local streets. Access shall meet the standards set in article IX, additional development standards, and chapter 23, streets, sidewalks, and other public places. Connection to existing or planned adjacent streets is encouraged. The trip generation report shall be signed by a professional engineer registered in the state when there is a difference between the traffic report provided by the petitioner and the concurrency test.

Response: All existing access points to public streets and internal right-of-ways will be maintained.

- (9) Internal transportation access. Every dwelling unit or other use permitted in a PD shall have access to a public street either directly or by way of a private road, pedestrian way, court or other area which is either dedicated to public use or is a common area guaranteeing access. Permitted uses are not required to front on a dedicated public road. Private roads and other accessways shall be required to be constructed so as to ensure that they are safe and maintainable.

Response: The PD was developed with an internal roadway network and cross-access between parcels so as to guarantee access to the public street network. This transportation network will be maintained and unaffected by the proposed PD rezoning.

- (10) Provision for the range of transportation choices. Sufficient off-street and on-street parking for bicycles and other vehicles, as well as cars, shall be provided. The requirements of article IX, division 2, shall be used as a guide only. Parking areas shall be constructed in accordance with such standards as are approved by the city commission to ensure that they are safe and maintainable and that they allow for sufficient privacy for adjoining uses. When there is discretion as to the location of parking in the project, it is strongly encouraged that all motor vehicle parking be located at the rear or interior side of buildings, or both. The design of a PD should, whenever feasible, incorporate appropriate pedestrian and bicycle accessways so as to provide for a variety of mobility opportunities. Connection to all sidewalks, greenways, trails, bikeways, and transit stops along the perimeter of the PD is required. Where existing perimeter sidewalks do not exist, sidewalks shall be provided by the development.

Response: Pedestrian, non-motorized, and motorized circulation will remain unaffected by the PD rezoning. Although a reduction in the number of off-street parking spaces for a single parcel may result, parking requirements will nonetheless be maintained.

ATTACHMENT A

MAGNOLIA PARK

PLANNED DEVELOPMENT

STANDARDS AND CONDITIONS

Table 1: Development Intensities/Densities

Pod	Max. No. of Principle Structures	Max. FAR Includes Residential /Non-residential	*Maximum Square Feet of Non-residential	*Maximum Square Feet of Non-residential ground floor	*Minimum Required Square Feet of Residential	Maximum Units per Acre/ Max. Total Units	Allowable Uses by Floor	Floor max/min
A	2	.20	16,000 (12,000 max. per building)	16,000	N/A		1 & 2 retail/office	2/1
B	3	.20	24,000 (12,000 max. per building)	24,000	N/A		1 & 2 retail/office	2/1
C	N/A	1.3	56,000	28,000	20,000		1 & 2 retail/office, 2, 3 & 4 Residential	4/2
D	N/A	1.3	72,000	36,000	20,000		1 & 2 retail/office, 2, 3 & 4 Residential	4/2
E	N/A	.48	38,000	38,000	40,000		1-retail/ office, 2 & 3 Residential	3/2
F	N/A	.10	10,000	10,000	N/A		1-civic, office, retail, public facilities	N/A
***G	N/A	.55	30,000	30,000	N/A		self-storage	1
**G	N/A	.35	44,000	44,000	N/A	15 U/A	1 & 2 retail/office/ residential	2/1
**I	N/A	.35	30,000	30,000	N/A		1 & 2 retail/office	2/1
H	N/A	N/A	N/A	N/A	N/A	N/A	Drainage/ Office space	N/A
Intensity **	N/A	N/A	246,000 **290,000	182,000 **226,000	80,000	20u/a/400 (average over MUL area)	N/A	N/A

* Square footage figures are in terms of gross square feet.
Revised by Community Development Staff for June 16, 1997, City Commission Meeting.
** PD Amendment dated February 14, 2000

Updated May 15, 2000

*** The total maximum square footage is 276,000 if Pod G is developed as self-storage

Table 2: STANDARDS FOR SETBACKS

POD	A & I	B	C	D	E	F	G
STANDARDS							
Front setback from sidewalk	Development Envelope Min. 10' Max 20' along 39th Ave. The setback area must be landscaped as a greenbelt punctuated by pedestrian connections.	Development Envelope Min. 10' Max 20' along 39th Ave. The setback area must be landscaped as a greenbelt punctuated by pedestrian connections.	Building Min. 5', Max. 30' if additional area used for outdoor seating and service. Pedestrian treatment must be extended to building front. Upper floor overhangs and balconies and vertical supports, canopies and architectural features may encroach into the setback. Roof elements may encroach up to 3' into the sidewalk clear corridor.	Building Min. 5', Max. 30' if additional area used for outdoor seating and service. Pedestrian treatment must be extended to building front. Upper floor overhangs and balconies and vertical supports, canopies and architectural features may encroach into the setback. Roof elements may encroach up to 3' into the sidewalk clear corridor.	Building Min. 5', Max. 30' if additional area used for outdoor seating and service. Pedestrian treatment must be extended to building front. Upper floor overhangs and balconies and vertical supports, canopies and architectural features may encroach into the setback. Roof elements may encroach up to 3' into the sidewalk clear corridor.	N/A	Min. 5'
Side setback	Development Envelope Min. 10' Max 20' along Main Entrance Driveway.	Development Envelope Min. 10' Max 20' along Main Entrance. The development envelope setback from the westernmost entrance shall be a minimum of 15 feet and a maximum of 20 feet.	Building Envelope- Min. 0, Max. 15' if additional area used for outdoor seating and service. Pedestrian treatment must be extended to front sidewalk and building sides.	Building Envelope- Min. 0, Max. 15' if additional area used for outdoor seating and service. Pedestrian treatment must be extended to front sidewalk and building sides.	Building Envelope- Min. 0, Max. 15' if additional area used for outdoor seating and service. Pedestrian treatment must be extended to front sidewalk and building sides.	N/A	Min. 0 to parking and loading area, Min. 15' to adjacent drive way.
Rear setback	Min. 10'	Min. 10'	Min. 5', Max 15'	Min. 5', Max 15'	Min. 5', Max 15'	N/A	Min. 20' from eastern property line.

Table 2-1: STANDARDS FOR BUILDING USE AND LANDSCAPING

POD	A & I	B	C	D	E	F	G
Building Use	per table 1	per table 1	per table 1	per table 1	per table 1	per table 1	per table 1
Landscaping	Trees adequate to effect 50% shading of parking and pedestrian areas at 20 years growth. Street trees shall be planted every 50' along the 39th Avenue site line. The street buffer along 39th Avenue shall otherwise meet the street buffer requirements for a commercial use as identified in Section 30-253 of the Land Development Code. The development shall meet the requirements of Section 30-253 of the Land Development Code for adjacent use landscape buffer for a commercial development, except where otherwise provided in the PD Ordinance.	Trees adequate to effect 50% shading of parking and pedestrian areas at 20 years growth. Street trees shall be planted every 50' along the 39th Avenue site line. The street buffer along 39th Avenue shall otherwise meet the street buffer requirements for a commercial use as identified in Section 30-253 of the Land Development Code. The development shall meet the requirements of Section 30-253 of the Land Development Code for adjacent use landscape buffer for a commercial development, except where otherwise provided in the PD Ordinance.	Trees adequate to effect 50% shading of parking and pedestrian areas at 20 years.	Trees adequate to effect 50% shading of parking and pedestrian areas at 20 years growth.	Trees adequate to effect 50% shading of parking and pedestrian areas at 20 years growth.	Trees adequate to effect 50% shading of parking and pedestrian areas on the exterior of the building at 20 years growth.	The east property line landscape buffer must achieve opacity of 75% within 2-5 years of planting.

Table 2-2: STANDARDS OR BUFFERS

POD	A & I	B	C	D	E	F	G
Buffers	<p>The street buffer area along N.W. 39th Avenue shall be a minimum of 10 feet.</p> <p>Min. 10' landscaped between interior parking and sidewalks.</p> <p>Pedestrian access may be allowed through the required landscape buffer areas.</p>	<p>The street buffer area along N.W. 39th Avenue shall be a minimum of 10 feet.</p> <p>Min. 10' landscaped between interior parking and sidewalks. At the westernmost entrance on 39th Avenue, a 5' min. buffer shall be provided from the edge of the roadway to the sidewalk.</p> <p>In this buffer area, all existing regulated trees shall remain in their natural state. The landscape area shall, at a minimum, meet the adjacent use buffer requirements of the Land Development Code to provide screening from the automotive use to the west. During development plan review, the appropriate reviewing board may require additional vegetation to satisfy screening requirements of the adjacent use buffer.</p> <p>Pedestrian access maybe allowed through the required landscape buffer areas.</p>	N/A	N/A	N/A	N/A	<p>If the property is developed with a self-service storage use, a 50-foot buffer shall exist along the eastern boundary of the property described in Section 1 of this ordinance where it abuts tax parcel number 6063-000-000 (Bellamy Forge Condominiums). The buffer shall remain in its natural state, except: 1) where it is necessary to provide a drainage swale based on existing conditions; or 2) where landscape materials are required to meet adjacent use buffer requirements for an industrial use, as required by the Land Development Code. If the property is developed with a use other than self-service storage, the building shall be setback 50 feet and the buffering requirements of Section 30-253 of the Land Development Code shall apply where the property abuts tax parcel number 6063-000-000.</p>

Table 2-3: STANDARDS FOR VEHICLE AND BICYCLE PARKING, AND ACCESS

130118B

POD	A & I	B	C	D	E	F	Exhibit A-1
Parking Location	General parking envelope location is shown on the Layout Plan; Exact Parking configuration to be established at site design.	General parking location is shown on the Layout Plan; Exact Parking configuration to be established at site design.	Angle parking along linear lots at front and rear of building.	Angle parking along linear lots at front and rear of buildings and access to freestanding lot north of Pod D.	Angle parking along linear lots at front and rear of building freestanding lot northeast section of Pod E, accessed from Pod D, adjacent property and 51st Street.	Angle parking along linear lots at outer border of plaza.	Parking configuration to be established at site design.
Parking Space Dimensions	City of Gainesville Standards.	City of Gainesville Standards.	City of Gainesville Standards.	City of Gainesville Standards.	City of Gainesville Standards.	City of Gainesville Standards.	City of Gainesville Standards.
Parking Requirement	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential, office and retail uses within the Pod.	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential, office and retail uses within the Pod.	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential, office and retail uses throughout the site.	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential, office and retail uses throughout the site.	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential, office and retail uses throughout the site.	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential office and retail throughout the site.	City of Gainesville Standards.
Bicycle Access	Bicycle lanes shall be provided along main driveways to the first intersection.	Bicycle lanes shall be provided along main driveways to the first intersection.			Bicycle lanes shall be provided along main driveways to the first intersection.	Shared auto travel lanes.	N/A
Bicycle Parking	1.5x City of Gainesville Standard at building.	1.5x City of Gainesville Standard at building	1.33x City of Gainesville Standard at centralized locations to be shared by Pods C,D,E and F.	1.33x City of Gainesville Standard at centralized locations to be shared by Pods C,D,E and F.	1.33x City of Gainesville Standard at centralized locations to be shared by Pods C,D,E and F.	1.33x City of Gainesville Standard at centralized locations to be shared by Pods C,D,E and F.	N/A

Table 2-4: STANDARDS FOR SIDEWALKS AND TRANSIT

POD	A & I	B	C	D	E	F	G
Sidewalk Width	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape, Min. 5' clear corridor when connecting main sidewalk and building entrance and at rear of buildings.	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape, Min. 5' clear corridor when connecting main sidewalk and building entrance and at rear of buildings.	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape. 5' Min. along rear of buildings.	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape. 5' Min. along rear of buildings.	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape. 5' Min. along rear of buildings.	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape. 5' Min. along rear of buildings.	N/A
Sidewalk Connections	At all crosswalks and connecting main sidewalks to building entrances, may cross driveways by designated crosswalks but may not be interrupted by parking lots. Sidewalks required to connect to 39th Avenue and buildings.	At all crosswalks and connecting main sidewalks to building entrances, may cross driveways by designated crosswalks but may not be interrupted by parking lots. Sidewalks required to connect to 39th Avenue and buildings.	Sidewalks will be provided which connect parking and crosswalk to building entrances. Sidewalks shall be provided from all vehicular entrances from N.W. 51st Street.	Sidewalks will be provided which connect parking and crosswalk to building entrances. Sidewalks shall be provided from all vehicular entrances from N.W. 51st Street.	Sidewalks will be provided which connect parking and crosswalk to building entrances. Sidewalks shall be provided from all vehicular entrances from N.W. 51st Street.	At all crosswalks and connecting main sidewalks to Building entrances, and designated activity areas Sidewalks shall be provided from all vehicular entrances from N.W. 51st Street.	At crosswalks as shown on layout plan
Transit Facilities	In accordance with R.T.S. locational standards.	In accordance with R.T.S. locational standards.	In accordance with R.T.S. locational standards.	In accordance with R.T.S. locational standards.	In accordance with R.T.S. locational standards.	In accordance with R.T.S. locational standards.	In accordance with R.T.S. locational standards.

Table 2-5: STANDARDS FOR AUTO CIRCULATION AND DRIVE THROUGH FACILITIES

POD	A & I	B	C	D	E	F	G
Auto Circulation	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review.	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions and movement of circulation will be established at the time of development review.	Generally shown on layout plan. Exact location, dimensions and movement of circulation will be established at the time of development review.	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review.
Drive-through Facilities	Only one drive-through shall be permitted in Pod "A" or "B" as identified on the PD Layout Plan and only in association with a financial institution. Direct access to the drive-through shall not be permitted from N.W. 39th Avenue. The facility shall be designed to gain access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes. Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas. Pod "I" and "G" shall be <u>allowed only one drive-through facility and only in association with a financial institution or eating place.</u>	Only one drive-through shall be permitted to Pod "A" or "B" as identified on the PD Layout Plan and only in association with a financial institution. Direct access to the drive-through shall not be permitted from N.W. 39th Avenue. The facility shall be designed to gain access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes. Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas.	Not allowed	Not allowed	Not allowed		Pod "G" and "I" shall be <u>allowed on one drive-through facility and only in association with a financial institution or eating place.</u> Direct access to the drive-through shall not be permitted from N.W. 39th Avenue. The facility shall be designed to gain from access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes. Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas.

Table 2-6: STANDARDS FOR LIGHTING

POD	A & I	B	C	D	E	F	G
Lighting	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for Parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Security lighting of the self-service storage facility shall be designed such that the cone of illumination is limited to the self storage facility and shall not spill over onto the adjacent development and other residential lands. Lighting shall be used and designed such that it only reflects internally to the facility.

TABLE 2-7: STANDARDS FOR POD G WITH USES OTHER THEN SELF-STORAGE

Standards for Setbacks

Sidewalks	To be determined at development plan review.
Side	(East) Building shall be setback a minimum 50' where abutting tax parcel 6063-000-000 (Bellamy Forge Condominiums) and a 75' building setback north to tax parcel 6063-000-000 (Bellamy Forge Condominiums). Any allowable uses that encroach beyond the building envelope shall be subject to the standards of Pod G, as modified for non-self storage uses.
Building Use	Per Table 1
Landscaping	Trees adequate to effect 50% shading on parking and pedestrian areas at 20 years growth.
Buffers	The building shall be set back 50 feet and the buffering requirements of section 30-253 of the land development code shall apply where the property abuts tax parcel number 6063-000-000 (Bellamy Forge Condominiums)
Parking Location	Parking configuration to be established at site design
Parking Space Requirements	City of Gainesville Standards with allowances for parking reductions based on the amount of bicycle parking, transit access, and shared parking for residential, office and retail uses within the Pod.
Bicycle Parking	1.33x City of Gainesville Standard at centralized locations to be shared by Pods C and I.
Sidewalk width	Min. 7' clear corridor parallel to building fronts and along parking lots connected by streetscape. 5' Min. along rear of buildings.
Sidewalk connections	Sidewalks will be provided which connect parking and crosswalk to building entrances.

TABLE 2-8: STANDARDS FOR POD G WITH USES OTHER THEN SELF-STORAGE

Transit Facilities	In accordance with R. T. S. locational standards.
Auto Circulation	Generally shown on layout plan. Exact location, dimensions and movement o circulation will be established at the time of development review.
Drive-through Facilities	<p>Only one drive-through facility shall be permitted in Pod "G" or "I". Direct access to the drive-through shall not be permitted from N.W. 39th Avenue. The facility shall be designed to gain access internally from the development via a vehicular use area or an internal driveway. The development plan shall direct drive-through traffic to areas of the site that will have the least conflict with pedestrian and bicycle travel routes.</p> <p>Designed to maintain the integrity of pedestrian corridors addressed elsewhere. Required sidewalks shall not cross stacking areas.</p>
Lighting	Pedestrian Corridors will be lighted to IES minimum standards for pedestrian use. Parking lots will be lighted to City minimum standards for parking lots. Care will be taken to avoid spill over lighting or glare toward residential areas.
Signs	Building signs in Pod G shall not exceed the size permitted by the requirements of the land development code but may be additionally regulated by development covenants.

Table 3: GENERAL STANDARDS AND CONDITIONS

130118B
Exhibit A-1

USES	STANDARDS
Outdoor Activities	
Outdoor cafes are allowed to operate on sidewalks, including area within the setback and in courtyards provided pedestrian circulation and access to store entrances are not impaired.	<ol style="list-style-type: none"> 1. A minimum of seven foot clear pedestrian sidewalk path must be maintained and a 5' clear path leading to the entrance must be maintained free of tables and chairs. 2. Planters, posts with ropes, or other removable enclosures are encouraged to be used as a way of defining the area occupied by the cafe. 3. Awnings or canopies may be extended from the building over the cafe area and large umbrellas are permitted to provide shade for cafe customers.
Retail sales, entertainment activities and other promotional events shall be permitted in the community plaza.	<ol style="list-style-type: none"> 1. Tents, booths and canopies and stages erected for special events can remain in place for only 30 days out of each 90-day period. 2. Lighting for special events in the community plaza must be screened from off-site residential development, must not shine directly into roadways or driveways and must be used only during business hours. Small ornamental lights may be installed in trees.
Sidewalk displays are permitted, except in the front of buildings along 39th Avenue. Outdoor storage shall be prohibited throughout the development.	<ol style="list-style-type: none"> 1. Displays must be located directly in front of the building but must not hinder pedestrian access to the entrance of the building. 2. At least a 7' of clear pedestrian sidewalk path must be maintained. 3. Displays must be located adjacent to the front wall of the building and may not extend more than five feet from the wall. 4. Displays may extend a maximum of 75% of the length of the building front. 5. Displays must be removed at the end of normal business hours.
Outdoor uses.	All outdoor uses, including but not limited to, entertainment activities and other promotional events which occur in Pod "F," shall comply with the City's noise ordinance. Flea markets shall be prohibited.
Building Characteristics for Pods A, B, C, D, E, F, G (non-self storage). I	
Tinted glass is not permitted in windows on the first floor.	Stained glass is permitted in doors or may be hung inside windows as long as it does not obscure more than 30% of the required window area per building front.
Exterior metal building walls are not permitted. Vinyl siding of a minimum specified gauge can be used.	
Gable and hipped roofs are encouraged.	<ol style="list-style-type: none"> 1. Pitched roofs shall have a minimum slope of 4:12. 2. Roof pitch and parapets not included in height limitation.
Buildings with flat roofs shall be designed with parapets.	Parapets on flat roofs shall be of sufficient height to screen all roof mounted equipment from the view of pedestrians within 200 feet of the building.
Entrances, outdoor gardens, and cafes shall be lighted with building mounted lights.	<ol style="list-style-type: none"> 1. Low pressure sodium and mercury vapor lights are not permitted as building mounted lights. 2. Building mounted lights shall be ornamental, and shall be designed and located as appropriate to provide light while preventing glare for pedestrians. 3. Additional building mounted lighting will be required to meet minimum IES standards for pedestrian lighting where overhangs, canopies, awnings or roof structures interfere with pedestrian lighting from sidewalk lampposts.
All air conditioning units, HVAC systems, elevator housing, satellite dishes and other telecommunications receiving devices shall be screened from view from the public right-of-way and from adjacent properties.	Screening devices may include walls, fencing, roof elements, penthouse type screening devices, or landscaping.
Exit stairs shall not be permitted on a building's front facade.	
Solid metal security gates or solid roll-down metal devices shall not be permitted. Grill or link type security devices shall be permitted.	Such security devices are permitted only if installed from the inside, within the window or door frames.
Shutters	Non-operable shutters and those not made of wood or metal shall be prohibited. Shutter must be operable and proportioned to cover half of the width of the window opening.

TABLE 3 cont'd: GENERAL STANDARDS AND CONDITIONS

USES	STANDARDS
Building Characteristics for Pods A, B, C, D, E, F, G (non-self storage), I	
Long uninterrupted walls along pedestrian areas are discouraged in the following minimum guidelines:	<ol style="list-style-type: none"> 1. Store front facades shall meet minimum transparency standards set below. 2. Building walls on ground floors adjacent to main pedestrian areas shall be designed to include architectural relief a minimum of every 20 feet to include setback variations inset or projecting planters, windows, pilasters or bays, etc. 3. There shall be at least one building entrance every 100 linear feet.
Ground level finished floor elevations shall be built at grade level to provide for accessibility and pedestrian orientation.	Sidewalks to entrances may not exceed 1:24 in slope to preclude the need for rails.
Maximum individual building footprint in Pods C, D and E is 5,000 sq. ft. (excluding Pod G)	
Building entrances shall face pedestrian areas. Corner buildings may have offset entrances to provide architectural interest. Entrances to Pod G shall be determined at site plan review.	<ol style="list-style-type: none"> 1. Pods C and D shall face the community plaza. 2. Entrances to buildings in Pod E will face pedestrian connections. 3. Entrances to Pod A will face pedestrian connections. 4. Entrances to Pod B shall face the community plaza while meeting building front transparency requirements along 39th Avenue.
Window and door area shall be provided along ground floor facades to provide pedestrian interest.	<ol style="list-style-type: none"> 1. Pod C, D, E and F building front minimum transparency standards by maximum front façade length in feet: 20 feet – 25%; 30 feet – 30%; 40 feet – 40%; 50 feet – 55%; 60 feet and over – 60%. 2. Buildings in Pods A and B shall meet the above minimum standards on the side facing the Community Plaza and shall meet 2/3 the above minimum standards on the side facing 39th Avenue. (includes Pod I)
Front building facades in Pods C, D, and E shall extend the entire front building setback except for spaces dedicated to entrances and pedestrian corridors. Pods A and B will meet reduced standards for facade line.	<ol style="list-style-type: none"> 1. Gaps left in the building facade to accommodate courtyards for cafes and gardens shall be enclosed by garden wall or decorative fencing of 3 feet in height except for entrances. 2. Decorative fencing or garden walls shall be incorporated into landscape plans for areas adjacent to pedestrian corridors in Pods A and B. Breaks in the fencing and/or walls shall correspond to pedestrian connections. Facade extension along 30th Avenue will meet a minimum of 60% including fences and garden walls.
Courtyards may be created by side yard setbacks.	<ol style="list-style-type: none"> 1. Courtyards may extend a maximum of 15 feet along the building front setback line. 2. Each must be enclosed (except for entrances) by a garden wall, fence or landscape line. 3. The streetscape materials must be extended over the surface of the courtyard. 4. Courtyards must not extend through to the rear setback line but must be enclosed on three sides by building, landscaping, elements of street furniture or walls to create a sense of enclosure.
Upper floor overhangs, balconies and vertical structural supports, canopies, awnings, entry roofs and architectural features are encouraged.	<ol style="list-style-type: none"> 1. Listed features may encroach into the setback. 2. Roof elements may extend up to 3' past the setback line.
Building Signs	
Within the development, signage shall be governed by the standards provided in the PD ordinance. Signs permitted for individual buildings: Each business is entitled to one primary, one secondary and one directional building sign which are designed to provide information, direction and design interest without obscuring architectural detail or creating a cluttered appearance.	<ol style="list-style-type: none"> 1. Signs shall be affixed to the front façade of the building. 2. Maximum size is 24 square feet. 3. Signs shall not extend above the second floor eaves line. 4. The height of letters, number shall not exceed 10 inches. 5. Secondary signs of up to 10 square feet are permitted on any side or rear entrance open to the public or used for deliveries. 6. Directional signs of up to 4 square feet are allowed and must be placed above or adjacent to the entrance leading to the advertised business. 7. Projecting signs (installed perpendicular to the building) may be installed as long as the surface of the sign does not exceed 8 square feet and the other requirements for the primary sign are met. This sign would be permitted in place of not in addition to the primary wall mounted sign.

TABLE 3 con't: GENERAL STANDARDS AND CONDITIONS

USES	STANDARDS
<p>Building Signs con't</p>	<p>8. Painted window or door signs are allowed as long as the area of the sign does not exceed four square feet and the height of the letters and numbers does not exceed 4 inches. Limit is one sign per business.</p> <p>9. Awning signs are allowed as long as the sign area is no more than 24 square feet. This sign would be permitted in place of, not in addition to, the primary wall mounted sign.</p> <p>10. Each business is permitted one sign or lightpost mounted sign in place of the directional sign. Such signs must be in keeping with the design of the sign post or lightpost and be consistent with the architectural character of the street furniture.</p> <p>11. Hanging signs of up to 2 square feet which are attached under awnings or canopies are permitted in place of the direction sign.</p> <p>12. In addition to the above, restaurants and cafes shall be permitted a wall mounted display featuring the actual menu or specials. The display shall be contained in a shallow case and clearly visible to pedestrians. It must be attached to the wall near the main entrance and shall not exceed a total area of 2 square feet. It may be lighted.</p> <p>13. Building signs in Pods A and B shall not exceed the size permitted by the requirements of the Land Development Code but may be additionally regulated by development covenants. (includes Pod I)</p>
<p>Free-standing Signs</p>	<p>1. The development may be allowed three free-standing signs along the N.W. 39th Avenue frontage. The maximum height may not exceed ten feet. Signage shall be allowed as follows: 72 square feet main entrance sign; a 32 square foot self-storage sign, and a 16 square foot west entrance sign. Free-standing signs shall be separated by a minimum of 300 feet. Free-standing signs shall not be internally illuminated. No additional free-standing signs shall be allowed for individual buildings or pods.</p> <p>2. Only one secondary free-standing sign shall be permitted along N.W. 51st Street. The maximum height of the sign shall be 8 feet. The maximum size of the sign shall not exceed 24 square feet. In lieu of the 24 square foot sign, a residential sign may be permitted. If the residential sign is free-standing, the maximum size shall not exceed 24 square feet. A residential wall-mounted sign may be allowed, not to exceed 24 square feet on one side of the wall. The signs shall not be internally illuminated.</p> <p>3. The base of all free-standing signs shall be landscaped up to a minimum of 3 feet from the supports of the sign. Landscape materials and vegetation shall be used to achieve a terraced-like effect.</p> <p>4. The leading edge of all free-standing signs shall maintain a setback of ten (10) feet from the property line.</p>
<p>Prohibited Signs; Certain signs interfere with the pedestrian scale and quality of the development and will not be allowed.</p>	<p>1. Signs employing mercury vapor, low pressure and high pressure sodium and metal halide lighting, plastic panels or rear-lighting are prohibited.</p> <p>2. Signs may not be installed on roofs, dormers and balconies, penthouses or parapets.</p>

TABLE 3 con't: GENERAL STANDARDS AND CONDITIONS

USES	STANDARDS
<p>Storage Buildings Standards</p> <p>The exterior wall of the outer storage building will be constructed of split faced block. Its roof will be pre-formed metal.</p>	<ol style="list-style-type: none"> 1. The maximum height of self-service storage buildings shall be one story, not to exceed 10 feet in height above finished floor elevation; roof pitch may exceed that height. Will be designed with architectural relief a maximum of every 50 linear feet. 2. The self-storage facility shall be designed in a "U" configuration, with storage doors facing the interior courtyard, or with all storage doors facing internal hallways, or in some other manner such that all storage doors face internally to the facilities. No such opening shall be visible off-site or from within the development. 3. The roof of the exterior units on the east and north sides of the building will slope inward so as not to be visible from the ground to the outside. 4. There will be no entrance or exit or other break in the outside wall along the east or north sides. 5. The resident manager office/apartment may be two stories but will not be located along the northern two-thirds of the eastern wall or along the northern walls of the building.
<p>The storage operation will be conducted in a manner which ensures compatibility with the adjacent residential use.</p>	<ol style="list-style-type: none"> 1. Electrical receptacles shall not be provided within any storage units. 2. Storage units will be a maximum of 20 feet deep and 20 feet wide. 3. No noxious orders or obnoxious noises will emanate from the site. 4. The storage units will be used for the purpose of storing personal and business materials only. 5. In order to encourage a pedestrian scale and avoid the storage of unsafe or visually obtrusive goods, the maximum size of any one unit shall not exceed 400 square feet. The following activities shall not be permitted within the self service storage facility: storage of hazardous materials, habitation of units, music rehearsal studios, auctions, flea markets, other sales activities, service, repair, fabrication, or transfer/storage businesses, operation of power tools, any activities which generate odor, noise, fumes, vibration, or dust of a nuisance level. All storage shall be within completely enclosed buildings. Only dead storage shall be permitted. 6. No bathroom facilities will be installed in any storage unit. 7. The outside wall will not be lit on the north or east sides. 8. A wood fence will be extended from the wall to connect to the fence on the south side of the Bellamy Forge property. Another wood fence, to be maintained by Magnolia Park, will be installed along the east property line from the fence along the south property line of Bellamy Forge to the north border of the Bellamy Forge property. 9. The storage building will not extend northward beyond the north fence of the Bellamy Forge tennis courts. 10. The storage building will be set back a minimum of 50 feet from the east property line. 11. The 50-foot eastern setback may contain a drainage swale and landscaping replanted to create a drainage and vegetative buffer. 12. The maximum hours of operation shall be Monday-Friday 6:30 AM - 7:00 PM, Saturday 7:00 AM-7:00 PM, Sunday 10:00 AM - 5:00 PM. 13. Closed circuit video will be installed for security. 14. Any trash receptacles shall be interior to the self storage. 15. Highway style guardrail, chain-link fencing, or barbed wire or razor wire are prohibited.

TABLE 3 con't: GENERAL STANDARDS AND CONDITIONS

USES	STANDARDS
Garbage Collection	<p>Garbage collection, recycling and other utility areas shall be screened around their perimeters, with enclosures of wood, brick or decorative masonry with a roof, or by brick walls; with a minimum height of 7 feet, and shall extend on 3 sides of such an area, where applicable, with a gate or door on the fourth side. Such a wall shall be capped on 3 sides, where applicable. A landscape planting strip a minimum of 3 feet wide shall be located on exposed, non-gated sides of such a facility.</p>
Fencing	<p>Fences shall not be more than 4 feet high where they abut a public right-of-way. The use of solid board fences shall not be permitted. Walls and fences shall comply with the building standards contained in the PD Report, which shall be architecturally compatible with the style, materials and color of buildings.</p>
Wetlands and Stormwater Management	<p>The removal, fill or disturbance of wetlands shall be in accordance with the requirements of the St. John's River Water Management District and the City's Comprehensive Plan and Land Development Code.</p> <p>Sufficient area must be provided for the stormwater management basins. If it is determined by the Public Works Director that additional area is needed, then provision of additional off-site property by the owner/developer or a PD amendment shall be required.</p> <p>The stormwater management system shall be designed so that there is not an increase in the pre-development rate and volume of run-off for the 25 year critical duration storm event in the post-development conditions.</p> <p>Amendments to the floodplain elevations must be in accordance with the City of Gainesville Flood Control Ordinance and the Federal Emergency Management Agency (FEMA) regulations.</p>
Transportation Issues	<p>An ingress and egress easement shall be provided to the Clay Electric property to the east of the subject property for the purpose of providing vehicular access to NW 39th Avenue. If an easement is not provided prior to second and final reading of the ordinance, the easternmost access to the subject property shall not be permitted.</p> <p>A traffic impact study prepared by a professional engineer, registered in the State of Florida, shall be performed to determine the impact of this development on N.W. 39th Avenue prior to development plan review of the first phase. The project shall be designed to encourage turning movements to utilize the existing traffic signal at the intersection of N.W. 39th Avenue and N.W. 51st Street. The traffic impact study shall analyze existing intersections and proposed intersections. It shall include, but not be limited to, a capacity analysis of the intersections, geometric recommendation for intersections (e.g., auxiliary lanes and bus bays.). The results of the traffic study shall be binding in terms of traffic safety and concurrency management. If it is determined by</p>

TABLE 3 con't: GENERAL STANDARDS AND CONDITIONS

USES	STANDARDS
<p>Transportation Issues Con't</p>	<p>the City's Traffic Engineer that, based on the traffic study, additional conditions are deemed necessary for inclusion in the Planned Development ordinance, a PD amendment may be required.</p> <p>The extension of N.W. 51st Street within the PD shall be designed and constructed by the petitioner in such a manner as to accommodate the future connection of N.W. 42nd Lane within the Huntington development.</p> <p>Sidewalks shall be provided by the developer at his or her own cost and expense, from the public sidewalks along N.W. 39th Avenue to all buildings fronting N.W. 39th Avenue and from all vehicular entrances to the development. Sidewalks shall be provided from all vehicular entrances from N.W. 51st Street.</p> <p>Crosswalks shall be provided where necessary and appropriate and in the general location shown on the PD Layout Plan. The exact location of crosswalks shall be determined at development plan review. Crosswalks shall be of a safe and efficient design as determined by the Traffic Engineering Department and shall be distinguished by grade, texturing or paint, consistent with the standards contained in the PD Report.</p> <p>Sidewalks shall be provided in the general location as shown on the PD Layout Plan. The exact location of sidewalks shall be determined at development plan review.</p>
<p>Development Schedule</p>	<p>The PD is valid for a period of 10 years from adoption of the Planned Development Ordinance. The project shall commence construction on or before December 31, 1998. Development will be completed prior to December 31, 2008. The PD or relevant portion of the entire PD shall become invalid if the 10 year period of the PD has elapsed and the development or portion of the development fails to proceed under due diligence and in good faith to completion resulting in expiration of the building permit or other development order. If the PD becomes invalid, an amendment of the PD shall be required.</p> <p>Pod "G" (Self Storage) shall only be issued a building certificate of occupancy after a certificate of occupancy has been issued for a minimum of one building in Pod "A", two buildings in Pod "B" and 15,000 gross square feet of building including a residential component in Pod "C". (if developed as self storage)</p>

TABLE 3 con't: GENERAL STANDARDS AND CONDITIONS

USES	STANDARDS
General Provisions	<p>The project shall maintain an architectural review board with a licensed architect on the board.</p> <p>The self-service storage use shall not be allowed unless a land use change to allow the use is adopted by the City Commission and approved as a final order in accordance with Chapter 163, F.S.</p> <p>If the petitioner acquires the Clay Electric parcel to the east, the petitioner shall not oppose annexation into the City.</p> <p>All streets within the PD shall be private and shall be identified by street numbers with reference to 39th Avenue and 51st Street.</p> <p>Unless otherwise provided for in this ordinance, the subject property shall be regulated by the Land Development Code and must comply with all applicable regulations.</p> <p>At the time of development plan review, a tree survey shall be provided. Regulated trees shall be preserved in accordance with the Land Development Code and in coordination with the City Arborist. The methodology in determining the tree shaded areas shall meet the requirements of section 30-252(c)(2)(c) of the Land Development Code.</p> <p>Preliminary concurrency approval for the development shall be granted for a period of five years from the effective date of the ordinance. A Certificate of Final Concurrency must be applied for when development plans are submitted.</p> <p>Parking lot layout, landscaping, buffering and screening shall avoid spill-over light onto adjacent properties, in particular residential properties. Parking lots in Pods "A" and "B" exposed to view from 39th Avenue shall be buffered by a minimum of a 3 foot high hedge or wall along all parking spaces adjacent to 39th Avenue.</p> <p>The parking lot shown on the PD Layout Plan between Pods "G" and "C" will not be developed until needed, as determined by the Development Review Board.</p>

Denny H. Doc

XII Uses

Table 4:
(Major Group, Industry Group and Group Numbers are those listed in the Standard Industrial Classification Manual, 1987).

STC	Uses	Conditions
	Residential (up to 20 dwelling units per acre development)	15 du/a in Pod G
	Residential use buffer	
	Compound uses	
	Any accessory uses customarily and clearly incidental to any principal use	
	Family day care homes	When part of a permitted single-family or multifamily residential component and in accordance with state law
	Eating places	Including outdoor cafes as either principal or accessory uses. Excluding adult entertainment establishments as defined by City of Gainesville Code of Ordinances. Excluding <u>drive-throughs</u> are allowed only in Pods A, I and B, G.
	Places of religious assembly	
	Repair services for household needs	As defined in Article II
	Bed and breakfast establishments	
GN-074	Veterinary services	Only within enclosed buildings and in accordance with Article VI
GN-078	Landscape and horticultural services	
IN-0752	Animal specialty services, except veterinary	Only within enclosed buildings
MG-15	Building construction-General contractors and operative builders	
GN-171	Plumbing, heating and air conditioning	
GN-172	Painting and paper hangers	
GN-173	Electrical work	
MG-27	Printing, publishing and allied industries	
MG-43	U.S. Postal Service	
GN-472	Arrangement of Passenger service	Offices only, with no operation of passenger tours from the site
GN-481	Telephone communications	
GN-482	Telegraph and other message communications	
GN-483	Radio and television broadcasting stations	Excluding freestanding towers
GN-523	Paint, glass and wallpaper stores	
GN-525	Hardware stores	
MG-526	Retail nurseries, lawn and garden supply stores	
MG-53	General merchandise stores	
MG-54	Food stores	
GN-533	Auto and home supply stores	
MG-56	Apparel and accessory stores	Excluding garage and installation facilities
MG-57	Furniture, home furnishings and equipment stores	
MG-59	Miscellaneous retail	Excluding direct selling establishments (IN-5963), fuel dealers (IN-5983); including liquor stores (IN-5921), limited to 2,000 square feet and excluding onsite consumption; inside storage for all uses
Div. H	Finance, insurance and real estate	Excluding cemeteries (IN-6553)
MG-72	Personal services	Excluding funeral services and crematories, and linen

As Submitted to Plan Board 7/20/97 As amended March 1999. As amended February 2000, April 2000. 174

73	Business services	Excluding outdoor advertising services (IN-7312), disinfecting and pest control services (IN-7342), heavy construction equipment rental and leasing (IN-7353), and equipment rental and leasing, not elsewhere classified
GN-752	Automobile parking	Associated with uses located in the development
MG-76	Miscellaneous repair services	Excluding GN-769
MG-78	Motion pictures	Excluding drive-in theaters (IN-7833) and outdoor filming facilities
MG-79	Amusement and recreation services	only within enclosed structures, and excluding go-cart rental and raceway operations and also excluding commercial sports GN-794
MG-80	Health services	Including nursing and intermediate care facilities, and excluding rehabilitation centers and hospitals (GN-806)
MG-81	Legal services	
MG-82	Education services	Private schools, in accordance with Article VI of the City land development regulations, Chapter 30
MG-83	Social services	Including day care centers as defined in, excluding residential care rehabilitation centers, halfway houses, social service homes, and residences for the destitute people as defined in Chapter 30 of the City of Gainesville Code of Ordinances
GN-841	Museums and art galleries	
MG-86	Membership organizations	
MG-87	Engineering, accounting, research management and related services	Excluding (IN-S734) testing laboratories and (IN-S744) facilities support management services
7. J	Public Administration	
MG-89	Services, not elsewhere classified	
	Alcoholic Beverage establishments	Allowed in Pods C and D only. 3000 square feet maximum per establishment. Excluding drive-throughs
	Roominghouses and boardinghouses	

**APPLICATION PACKET
TABLE OF CONTENTS**

1. Cover Letter
2. PD Rezoning Application
3. Authorization/Ownership Affidavits
4. Legal Description
5. Tax Record Cards
6. Deeds
7. PD Layout Plan
8. PD Report
9. **Neighborhood Workshop Materials**

~~PUBLIC NOTICE~~

Exhibit A-1

A Neighborhood Workshop will be held to discuss a proposed amendment to the City's Zoning Map revising the existing Magnolia Parke Planned Development (PD) located on approximately 30 acres in the northeast quadrant of the NW 39th Avenue / NW 51st Street intersection.

This is not a public hearing. The workshop's purpose is to inform neighboring property owners of the proposal's nature and to seek their comments.

The workshop is Tuesday, April 9, 2013 at 6:00 p.m. at the Alachua County Library – Millhopper Branch, Meeting Room B, 3145 NW 43rd Street, Gainesville, Florida 32606.

Contact:

Craig Brashier, AICP

Phone Number: (352) 331-1976





MAILING LABEL APPLICATION
For Neighborhood Workshop

Mailing Address: City of Gainesville, Station 12
Planning and Development Services
P.O. Box 490
Gainesville, FL 32602-0490
Phone: 352-334-5023 Fax: 352-334-3259
Physical Address: 306 NE 6th Avenue
Thomas Center Building B, Room 158

Today's Date: March 19, 2013 Location Map Provided

Tax Parcel Number: 06061 -- 002 -- 002

Property Address: 4660 NW 39th Avenue

Project Name: Magnolia Parke PD

Project Description: PD Amendment to add a second drive-through lane in Pod "A" or "B"

First Step Meeting Date / NA / Planner: TBD

Circle One: Owner Agent

Applicant: Craig Brashier, AICP Signature: 

Daytime Phone No.: (352) 331-1976 Fax No.: (352) 331-2476

*An incomplete application will not be processed and will be returned to you.
Applications may take up to five business days to be processed.*

<p><u>Office Use Only</u></p> <p>Due Date: <u> </u> / <u> </u> / <u> </u></p>
--



*Focused on Excellence
Delivered with Integrity*

130118B
Exhibit A-1

MEMORANDUM

TO: Neighbors of the Magnolia Parke Planned Development PN 13-0128
FROM: Craig Brashier, AICP, Planning Project Manager
DATE: March 25, 2013
RE: Neighborhood Workshop Public Notice

Causseaux, Hewett, & Walpole, Inc. (CHW) will be holding a Neighborhood Workshop to discuss a proposed amendment to the City's Zoning Map revising the existing Magnolia Parke Planned Development (PD) located on approximately 30 acres in the northeast quadrant of the NW 39th Avenue / NW 51st Street intersection.

Date: Tuesday, April 9, 2013
Time: 6:00 p.m.
Place: Alachua County Library – Millhopper Branch
Meeting Room B
3145 NW 43rd Street
Gainesville, Florida 32606.
Contact: Craig Brashier, AICP
(352) 331-1976

This is not a public hearing. The purpose of the workshop is to inform neighboring property owners of the proposal's nature and to seek comments. We look forward to seeing you at the workshop.

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Magnolia Parke Rezoning & Minor Amendment to Development Plan

Neighborhood Workshop
April 9, 2013



CAUSSEAU, HEWETT, & WALPOLE, INC.

Civil Engineering Land Surveying Land Planning Construction Engineering Inspection

Meeting Overview






The purpose of the neighborhood workshop:

- The City of Gainesville requires Rezoning applicants to host a neighborhood workshop
- The workshop's purpose is to inform neighbors of the proposed development's nature and to get feedback early in the development process
- This workshop provides the applicant with an opportunity to mitigate concerns prior to the application's submission

civil engineering land surveying land planning construction engineering inspection

Public Notification

MEMORANDUM

TO: Neighbors of the Magnolia Parke Planned Development PN 13-0128
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PUBLIC NOTICE

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Contact:
 Craig Brashier, AICP
Phone Number: (352) 331-1976



civil engineering land surveying land planning construction engineering inspection

Review Process



We Are Here

March

April

April – May

May

Process Ends

Step 1
First Step
Pre-application Conference
early, informal staff input

Public Notification

Step 2
Neighborhood Workshop
early, informal citizen input

Public Notification

Step 3
Staff Review
formal staff recommendations

Public Notification

Step 4
Board Reviews
formal staff & citizen input

Types of Board Reviews

- Land Use Changes
- Zoning Changes
- Special Use Permits
- ReDevelopment
- Comp. Plan Issues

City Plan Board
public hearing

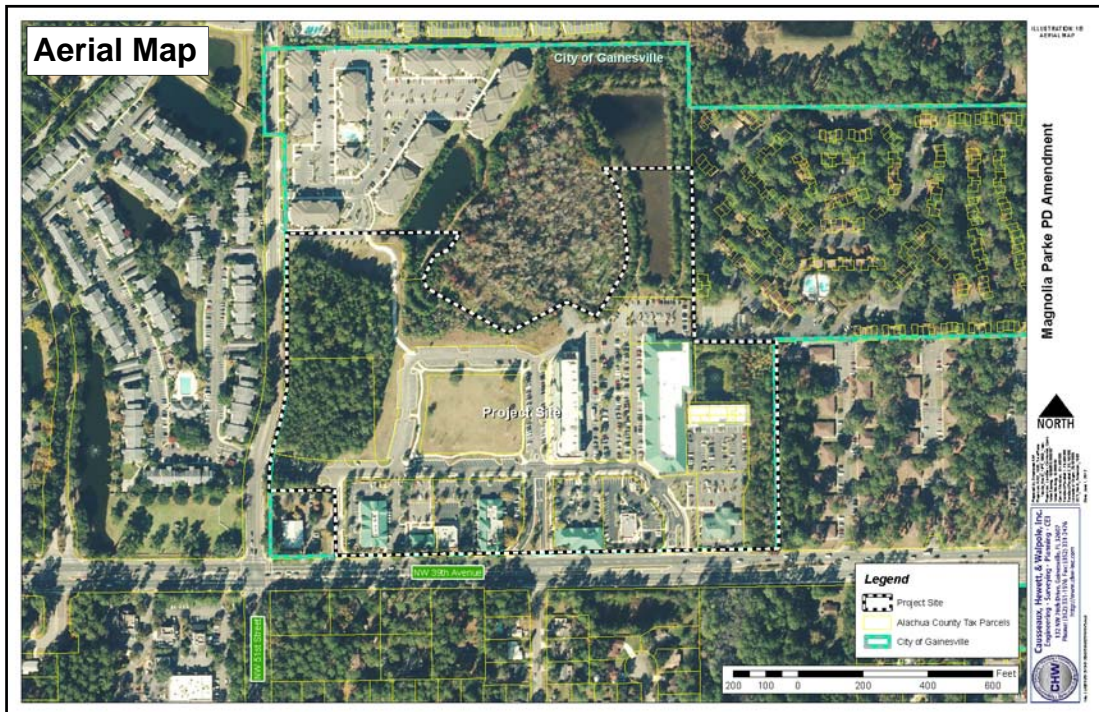
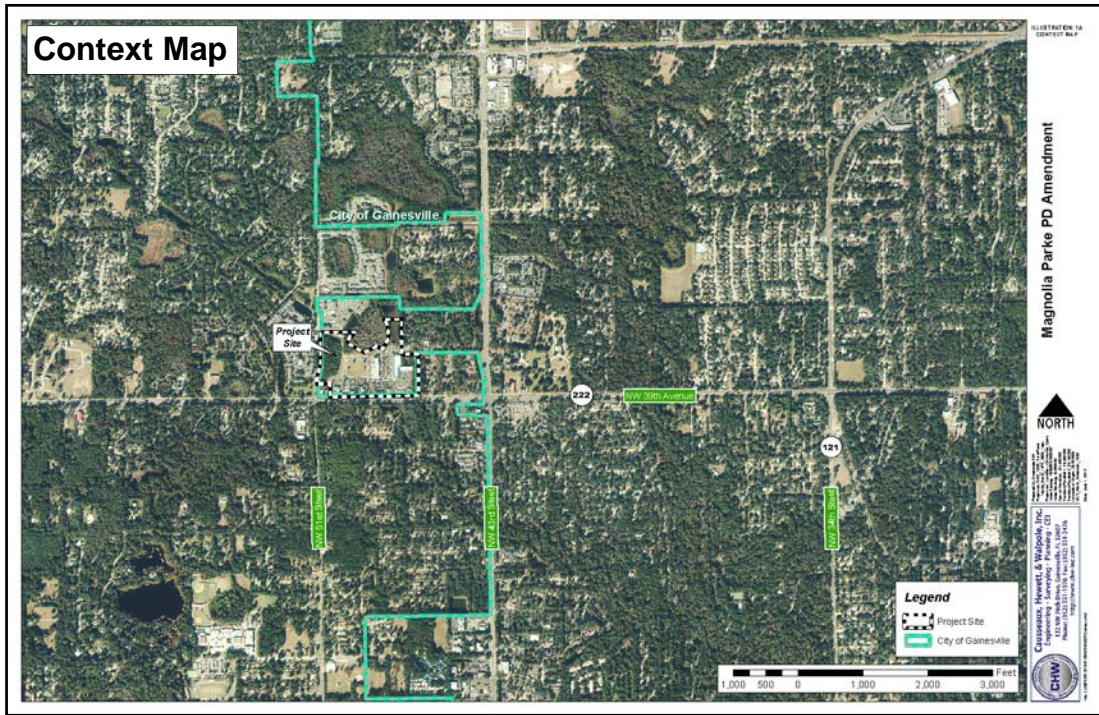
Development Review Board
public hearing

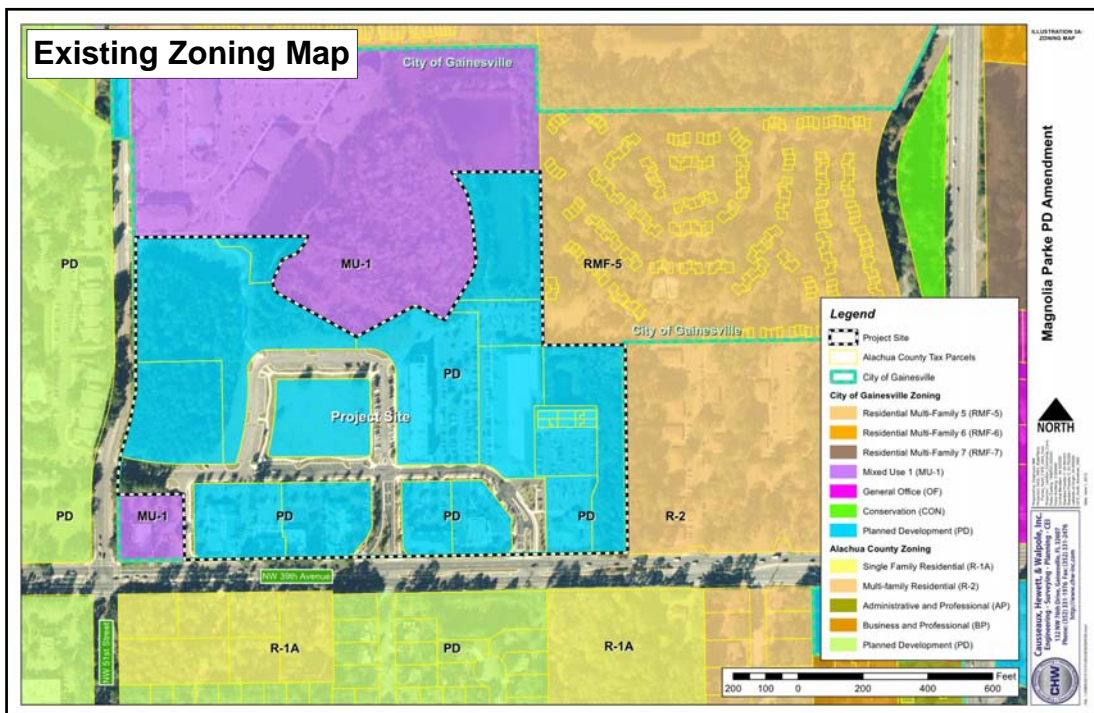
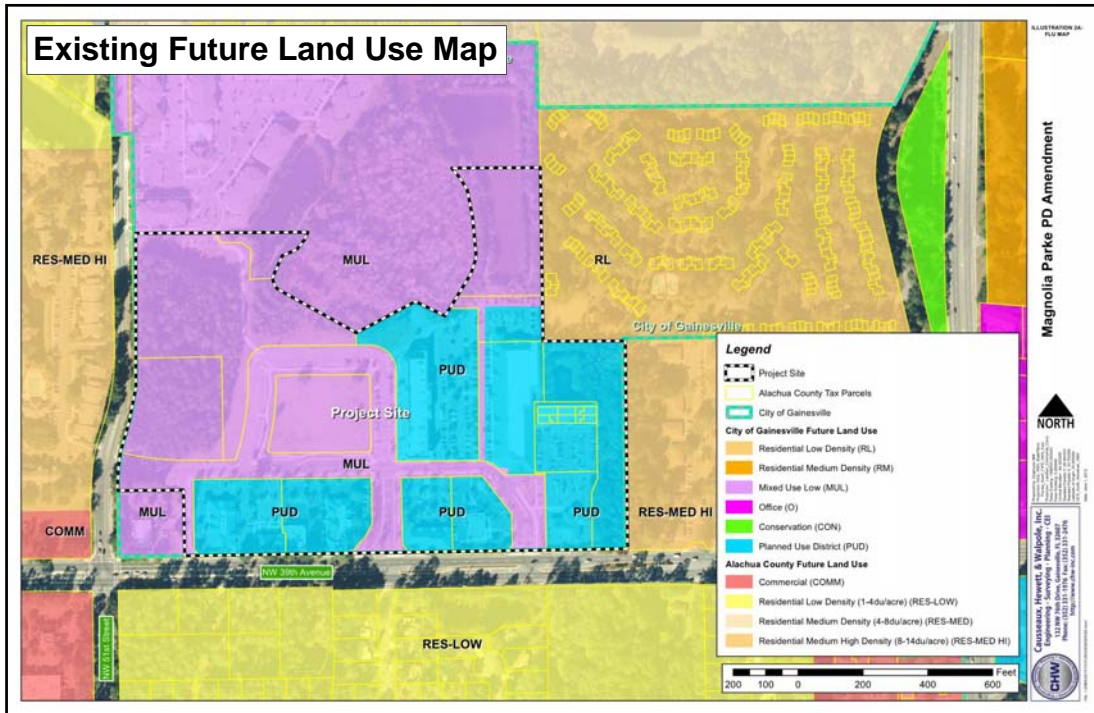
Public Notification

City Commission
public hearing

*Public hearing per the City Commission's approval

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Proposed Site Plan


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Required Text Changes

- Two elements of the approved master plan PD limit the number of drive-through lanes within Magnolia Parke to a single lane.
- Our application proposes two (2) drive-through lanes.

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Condition # 13




Two drive-through lanes

13. ~~Only one drive-through~~ shall be permitted in Pod "A" or "B" as identified on the PD Layout Plan and only used as an accessory use to a financial institution or an eating place. One additional drive-through shall be permitted on Pod "G" or "I" as identified on the PD Layout Plan and only used as an accessory use to a financial institution or eating place. If a drive-through is located on Pod "I", it shall be developed in conformance with the design and layout standards of the TCEA for drive-throughs until such time that it is included in the TCEA. If a drive-through is located on Pod "G", it shall adhere to the design and layout standards of the TCEA for drive-throughs. Direct

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Magnolia Parke Planned Development Standards and Conditions



- Table 2-5 Standards for Auto Circulation and Drive Through Facilities

POD	A & I	B
Auto Circulation	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review. Two drive-through lanes	Access shown generally on layout plan. Exact location and movement of circulation will be established at the time of development review.
Drive-through Facilities	Only one drive-through shall be permitted in Pod "A" or "B" as identified on the PD Layout Plan and only in association with a financial institution. Direct access to the drive-through shall not be permitted from N.W. 39th Avenue. The facility shall be designed to gain access	Only one drive-through shall be permitted to Pod "A" or "B" as identified on the PD Layout Plan and only in association with a financial institution. Direct

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Magnolia Parke Rezoning & Minor Amendment to Development Plan

Neighborhood Workshop
April 9, 2013



CAUSSEAU, HEWETT, & WALPOLE, INC.

Civil Engineering Land Surveying Land Planning Construction Engineering Inspection

SIGN-IN SHEET




Event: Neighborhood Workshop

Date: Tuesday, April 9, 2013

Time: 6:00 pm

Place: Alachua County Library –
Millhopper Branch, Meeting Room B,
3145 NW 43rd Street, Gainesville, Florida 32606

RE: Magnolia Parke Planned Development (PD)

<u>No.</u>	<u>Print Name</u>	<u>Street Address</u>	<u>Signature</u>
1	Ken Wald Robin L. West	7511 NW 51 Drive	
2	JOANN Wilkes	4316 NW 41 st Lane	
3	Andrew Lewis	4856 NW 44 th Ave #107	
4			
5			
6			
7			
8			
9			

MAGNOLIA PARKE PLANNED DEVELOPMENT AMENDMENT
NEIGHBORHOOD WORKSHOP MINUTES
APRIL 9, 2013 at 6:00 P.M.
ALACHUA COUNTY LIBRARY – MILLHOPPER BRANCH,
MEETING ROOM B

Recorded and transcribed by Causseaux, Hewett, & Walpole, Inc. staff.

Causseaux, Hewett, & Walpole, Inc. – Ryan Thompson (RT)

Ryan Thompson delivered an informational PowerPoint presentation, which contained the required neighborhood workshop elements, to attendees regarding the Rezoning and minor amendment to the Development Plan requests. Attendees, consisting of residents from neighboring apartment complexes, asked questions regarding the building's intended use and site functionality. CHW informed the attendees that the rezoning and minor amendment applications were to allow an additional drive-through lane and other minor amendments to traffic circulation to accommodate a new tenant, likely a financial institution.

Attendees indicated that they attended the meeting in anticipation of hearing details on development occurring elsewhere in the Magnolia Parke PD. CHW was not aware of the nature of other development activities, and did not comment on the matter.

The meeting concluded at 6:20 p.m.