

RESOLUTION NO. _____

PASSED _____

A Resolution approving the final plat of "Madera Cluster Development, Phase II", located in the general vicinity of Williston Road (north side), a/k/a S.R. 331, between SW 20th Street and SW 21st Street; authorizing the City Manager or designee, to execute a Subdivision Improvement Surety Agreement to secure the construction of improvements; providing directions to the Clerk of the Commission; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of "Madera Cluster Development, Phase II" on September 13th, 2001; and

WHEREAS, the owner of the plat has submitted a final plat which substantially conforms to the design plat as approved by the City Commission on October 22, 2001, and which incorporates all modifications and revisions specified in such approval; and

WHEREAS, the owner of the proposed subdivision has requested the City Commission to accept and approve the final plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

WHEREAS, the City Commission finds that the final plat described herein is consistent with the City of Gainesville 2000-2010 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA;

Section 1. The final plat of "Madera Cluster Development, Phase II" is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

(See Exhibit "A" attached hereto and made a part hereof as if set forth in full)

Section 2. The City Manager or designee, is authorized to execute a Subdivision Improvement Surety Agreement with a lending institution that secures the construction and completion of the improvements required under the ordinances of the City of City of Gainesville, a copy of which agreement is attached hereto as Exhibit "B".

Section 3. The Clerk of the Commission is authorized and directed to affix his signature to the record plat on behalf of the City Commission and accept the dedication of public rights-of-way, easements, and other dedicated portions as shown on the plat.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2005

Pegeen Hanrahan, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Kurt Lannon,
Clerk of the Commission

Marion J. Radson, City Attorney

H:\Marion Radson\Planning\Madera Phase II Final Plat w-Surety.doc



**APPLICATION FOR SUBDIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT**

OFFICE USE ONLY			
Petition No. _____	Fee: \$ _____		
Map No(s). _____	Receipt No. _____		
1 st Step Mtg. Date _____	EZ Area No. _____	EZ PD _____	

CHECK ONE:

Design Final Minor Single lot replat

(See Sec. 30-180 to 30-193 for a definition of the above.)

Owner(s) of Record (please print)
Name: Greentrust- Madera, LC
Address: 13743 Lakeside Drive Clarksville, MD 21029
Phone: (301) 854-9540 Fax: (301) 854-9543 (If additional owners, please include on back)

Applicant(s)/Agent(s), if different
Name: Causseaux & Ellington, Inc.
Address: 6011 NW 1st Place Gainesville, FL 32607
Phone: (352) 331-1976 Fax: (352) 331-2476

INFORMATION CONCERNING SUBDIVISION	
Tax parcel no(s):	07280-020-000
Subdivision name:	Madera Phase II
Parcel location:	2300 Block Williston Road
Comprehensive Plan designation:	Residential Zoning: R1-a
Gross area of subdivision (in acres):	21.186
Total number of lots:	34
Gross density (lots per gross acre):	1.6

I certify that the above statements are correct and true to the best of my knowledge.

Greentrust Madera, LC Ry
Greentrust LLC
 Applicant's signature _____ MEMBER Date 12-17-04

LAW OFFICES
SCRUGGS & CARMICHAEL, P.A.

DOWNTOWN OFFICE:

ONE S.E. FIRST AVENUE 32601
POST OFFICE BOX 23109 32602
GAINESVILLE, FLORIDA
TELEPHONE (352) 376-5242
FAX (352) 375-0690

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METROCORP CENTER
4041 N.W. 37TH PLACE
SUITE B
GAINESVILLE, FLORIDA 32606
TELEPHONE (352) 374-4120
FAX (352) 378-9326

REPLY
DOWNTOWN

REPLY
WEST OFFICE

SIGSBEE L. SCRUGGS
1998-1983

PARKS M. CARMICHAEL
1909-1994

WILLIAM D. FRIDGEON
1933-1980

MICHELLE VAUGHNS
1946-1982

WILLIAM N. LONG
1920-2003

RETIRED

RAY D. HELPLING
WILLIAM C. ANDREWS

JAMES G. LARCHE, JR.
JOHN F. ROSCOW III
STAN CUSHMAN ‡
FRANK P. SAIER
PHILIP A. DELANEY
CHARLES W. LITTELL
MITZI COCKRELL AUSTIN †
JOHN G. STINSON
KAREN K. SPECIE
KEVIN DALY
RAYMOND M. IVEY
JEFFREY R. DOLLINGER
JEFFERSON M. BRASWELL
KEVIN D. JURECKO
ELIZABETH A. MARTIN
VIRGINIA E. CLAPP

† CERTIFIED FAMILY MEDIATOR
‡ CERTIFIED CIVIL MEDIATOR

March 3, 2005

Marion Radson, Esq
P. O. Box 1110
Gainesville, FL 32602

Re: Plat of Madera, Phase II

Dear Marion:

I represent Greentrust Homes, LLC, a Florida limited liability company, who is the developer of real property which is to be platted as the subdivision known as Madera, Phase II. The exact legal description of the entire property to be developed is attached to this letter and labeled as Exhibit "A".

Title to the subject property is vested in the name of Greentrust Homes, LLC by Deed dated February 9, 2005 and recorded March 3, 2005 at OR Book 3080, Page 1214 of the Public Records of Alachua County, Florida. The property is subject to the following items, all recorded in the public records of Alachua County, Florida.


- a) Right of Way for State Road No. 331 (Williston Road);
- b) Taxes for the year 2005;
- c) Mortgage executed in favor of CNB National Bank recorded in OR Book 2422, page 1799; modified in OR Book 2674, page 520; OR Book 2875, page 694 and in OR Book 3003, page 721.
- d) A certain 2nd Mortgage from Greentrust Homes, LLC to Greentrust Madera, LC, in the original principal amount of \$920,000.00 recorded at OR Book 3080, page 1217 of the Public Records of Alachua County, Florida.
- e) UCC-1 Financing Statement in favor of CNB National Bank recorded in OR Book 2674, page 526;
- f) A document entitled Construction Practices and Open Space Management Provisions recorded in OR Book 2428, page 1333.

Marion Radson, Esq
November 18, 2004
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- g) Easements in favor of City of Gainesville for public utilities as recorded in OR Book 2420, page 921 and OR Book 2428, page 226

If you have any questions regarding this opinion of title or need any clarification of any of the statements set forth above, please feel free to contact me

Yours truly,

SCRUGGS & CARMICHAEL

FRANK P. SAIER

FPS/tb

generated on 12/21/2004 2:52:26 PM (EST)

Tax Record

Last Update: 12/21/2004 2:52:26 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year		
07280-020-000	REAL ESTATE	2004		
Mailing Address		Physical Address		
GREENTRUST-MADERA LC 3909 NEWBERRY RD STE A GAINESVILLE FL 32607		GEO Number 00-10-19-07280020000		
Assessed Value	Exempt Amount	Taxable Value		
\$211,900.00	\$0.00	\$211,900.00		
Exemption Detail	Millage Code	Escrow Code		
NO EXEMPTIONS	3600			
Legal Description				
00-10-19 21.19 Acres THAT PARCEL W OF DALES COURT AND IDYLWILD S/D OF MADERA PH I K/A MADERA CLUSTER PH 2 OR 2674/0516				
Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS				
CNTY GENERAL	8.9887	0	\$211,900	\$1,904.71
CNTY DEBT LL	0.2500	0	\$211,900	\$52.98
ALACHUA CNTY LIBRARY DISTRICT				
LIBRARY GENERAL	1.5000	0	\$211,900	\$317.85
LIBRARY BONDS	0.1566	0	\$211,900	\$33.18
SCHOOL BOARD OF ALACHUA COUNTY				
SCHL GENERAL	5.4990	0	\$211,900	\$1,165.24
SCHL DISCRETIONARY	0.6830	0	\$211,900	\$144.73
SCHL BOND 4	0.4320	0	\$211,900	\$91.54
SCHL BOND 5	0.6100	0	\$211,900	\$129.26
SCHL CAP20 PROJECT	2.0000	0	\$211,900	\$423.80
ST JOHNS RIVER WATER MGT DISTR	0.4620	0	\$211,900	\$97.90
CITY OF GAINESVILLE	4.9416	0	\$211,900	\$1,047.13
Total Millage		25.5229	Total Taxes	\$5,408.32
Non-Ad Valorem Assessments				
Code	Levying Authority	Amount		

Total Assessments		\$0.00
Taxes & Assessments		\$5,408.32
If Paid By	Amount Due	
11/30/2004	\$5,191.99	
12/31/2004	\$5,246.07	
1/31/2005	\$5,300.15	
2/28/2005	\$5,354.24	
3/31/2005	\$5,408.32	

Prior Year Taxes Due	
NO DELINQUENT TAXES	

[Click Here To Pay Now](#)

SUBDIVISION IMPROVEMENT SURETY AGREEMENT
AS TO MADERA CLUSTER DEVELOPMENT, PHASE II

This agreement is entered into this ___ day of _____, 2005 between City of Gainesville, by and through its City Commission, hereinafter referred to as "City", R. E. Arnold Construction, Inc., hereinafter referred to as "Contractor," Greentrust Homes, LLC, a Florida limited liability company, hereinafter referred to as "Developer" and Mercantile Bank hereinafter referred to as "Lender".

WHEREAS, the applicable ordinances of the City of Gainesville and Florida Statutes require that assurances be given before a subdivision is platted and that the proposed improvements will be completed within a reasonable time to the standards required by the City Engineer for acceptance and maintenance by the City after completion; and

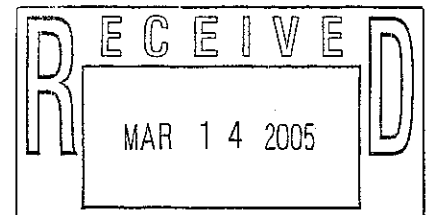
WHEREAS, R. E. Arnold Construction, Inc. hereinafter called the Contractor has agreed to a contract price of \$326,825.00, and payments of \$197,925.00 have been made, leaving a remaining contract balance of \$128,900.00 to install the streets, necessary drainage and utilities and other improvements required under applicable law in the Madera Cluster Development, Phase II. These funds are included in the loan made by the Lender to the Developer; and,

WHEREAS, Causseaux & Ellington, Inc., a Florida Professional Surveyor and Mapper has agreed to a total contract price of \$5,600.00 to install the permanent control points and lot corners under applicable law in the Madera Cluster Development, Phase II subdivision. These funds are included in the loan made by the Lender to the Developer; and,

WHEREAS, the City has reviewed the subdivision capital improvements construction contract or cost estimate, the contract or estimate with the surveyor, and has established the sum that is sufficient for the construction of the improvements and the installation of the required survey control point; and

WHEREAS, Mercantile Bank hereinafter called the Lender has made a loan to Greentrust Homes, LLC, a Florida limited liability company, hereinafter called the Developer, which includes funds for the construction of subdivision improvements in a subdivision to be known as Madera Cluster Development, Phase II in Gainesville, Florida; and,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:



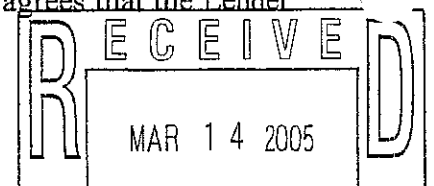
1. **Term**. This agreement is effective on the date entered above and shall remain in effect until the improvements are constructed and released and accepted by the City or a substitute surety agreement is signed by the City, the Developer, and the Lender

2. **Capital Improvements Fund**. The Capital Improvements Fund shall consist of sufficient monies to pay for 120% of the cost of construction. All parties agree that the sum of \$161,400.00 is sufficient to meet this criteria and to complete this project, as identified in plans prepared by Causseaux and Ellington and approved by the City Public Works Department. The cost of construction must be indicated in an executed, itemized contract verified by a private engineer acting for the Developer as identified in paragraph 6 below or in a professional engineer's signed and sealed estimate. In no event shall the funds provided for the construction be less than 120% of the sum of the contracts for construction and surveying. In any event, the amount of the fund is subject to the approval of the City Engineer. This fund is irrevocably set aside for construction of the required subdivision improvements and may not be used for any other purpose until such improvements are in place and accepted by the City, or, if required, a substitute surety agreement provided for in paragraph 7 below is signed by the City and the Developer.

3. **Developer's Responsibilities**. The Developer is solely responsible for the construction of the subdivision improvements in accordance with the design documents prepared by a professional engineer employed by the Developer. The developer agrees to ensure that the improvements are completed within the time specified in paragraph 9. In addition, the Developer agrees to the following:

a. Should the Contractor not construct the improvements provided for under this contract, the Developer agrees to retain another contractor within 30 days of the original Contractor's default for the purpose of constructing the improvements. The Developer further agrees to obtain the consent of the Lender and the City as to the selection of the replacement contractor.

b. Should the Developer not proceed to contract with another contractor within 30 days of the default of the original Contractor, the Lender or the City shall be entitled to construct the improvements to meet the City's requirements. The Developer further agrees that the Lender



or the City shall be entitled to use the remaining funds in the Capital Improvements Fund, identified in this agreement, for the purpose of the construction of the improvements. Further, the Developer agrees that all monies provided for the construction of the improvements will be secured by the lien of the mortgage provided by the Developer to the Lender.

c. The Developer shall retain the services of a Florida Professional Surveyor and Mapper to monument all lot corners and to establish permanent control points in the centerline of all streets once the improvements have been completed as required by Chapter 177 of the Florida Statutes. The Developer shall require the Surveyor retained to provide this service to provide the City a certification that the Surveyor has placed the above-described corners and the last date of placement.

4. **Contractor's Responsibilities**. The Contractor agrees to construct the subdivision improvements in a reasonably diligent manner to ensure completion of all the improvements within the time specified in paragraph 9.

5. **City's Responsibilities**. The City agrees to fulfill all its responsibilities as required by the provisions of the City of Gainesville Subdivision Ordinance.

6. **Lender's Responsibilities**. The Lender agrees that the disbursement of funds during the course of construction from the Capital Improvements Fund shall be made only upon certification by both a private Professional Engineer acting for the Developer and approval of said certification by the City Engineer. The certification shall describe the value of work completed as of the date of the certification based upon a schedule of values provided by the Contractor. Upon certification, the Lender shall provide to the Developer for disbursement to the contractor the sum so certified but will retain for each progress payment a 10% retainage to be paid to the Developer only upon final acceptance or release of the subdivision improvements by the City.

7. **Substitute Surety Agreement**. If upon completion of the project, at the preliminary inspection, it is determined that certain subdivision improvements are not functioning properly; even though the improvements were constructed in accordance with the construction plans and specifications and the design provided by the Developer's Engineer and that corrective action must be taken prior to the City accepting the improvements; the Developer shall, within 45 days, enter into a substitute surety agreement to provide for the corrections to the

11. **Assignment of Interest**. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party

12. **Successors and Assigns**. The City and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

13. **Independent Contractor**. In the performance of this agreement, the Lender, Developer, and Contractor are acting in the capacity of independent contractors and not as agents, employees, partners, joint venturers, or associates of the City.

14. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

15. **Severability**. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

16. **Non Waiver**. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

17. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua City.

18. **Amendments**. The parties may amend this agreement only by mutual written agreement of the parties.

19. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

20. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

This agreement executed at Gainesville, Florida, this 4th day of March, 2005.

Witnesses:

Cress Howell
Melanie Shore
As to Lender

Kate McMahon
Brooklyn H Keith
As to Contractor

[Signature]
Brooklyn H Keith
As to Developer

As to Engineer

MERCANTILE BANK

By: Robert Cameron

R. E. ARNOLD CONSTRUCTION, INC.

By: Eugene Arnold

GREENTRUST HOMES, LLC

By: [Signature]

CITY OF GAINESVILLE

By: [Signature]
City Engineer

LAW OFFICES

SCRUGGS & CARMICHAEL, P.A.

DOWNTOWN OFFICE:

ONE SE FIRST AVENUE 32601
POST OFFICE BOX 23109 32602
GAINESVILLE, FLORIDA
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FAX (352) 375-0690

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4041 N.W. 37TH PLACE
SUITE B
GAINESVILLE FLORIDA 32606
TELEPHONE (352) 374-4120
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REPLY
DOWNTOWN

REPLY
WEST OFFICE

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JOHN F. ROSCOW III
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RETIRED

RAY D. HELPLING
WILLIAM C. ANDREWS

March 3, 2005

Marion Radson, Esq.
P O Box 1110
Gainesville, FL 32602

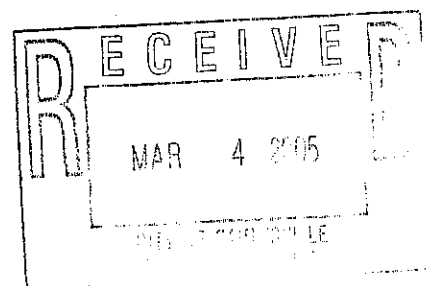
Re: Plat of Madera, Phase II

Dear Marion:

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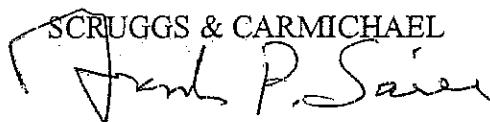


Marion Radson, Esq.
November 18, 2004
Page -2-

- g) Easements in favor of City of Gainesville for public utilities as recorded in OR Book 2420, page 921 and OR Book 2428, page 226

If you have any questions regarding this opinion of title or need any clarification of any of the statements set forth above, please feel free to contact me

Yours truly,

SCRUGGS & CARMICHAEL

FRANK P. SAIER

FPS/tb

'EXHIBIT A'

CLIENT: GREENTRUST, L.L.C

JOB NO.: 03-064S

LEGAL DESCRIPTION FOR: MADERA CLUSTER SUBDIVISION PHASE 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN LOTS 5 AND 6 OF THE NAPIER GRANT, TOWNSHIP 10 SOUTH, RANGE 20 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 6 AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 331 (A.K.A. WILLISTON ROAD - A 100' RIGHT-OF-WAY); THENCE NORTH 04°30'00" WEST, ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST BOUNDARY OF MADERA CLUSTER DEVELOPMENT PHASE I, AS RECORDED IN PLAT BOOK 23, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1253.34 FEET TO THE NORTHWEST CORNER OF SAID MADERA CLUSTER DEVELOPMENT PHASE I; THENCE DEPARTING SAID WEST LINE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID MADERA CLUSTER DEVELOPMENT PHASE I; 1) SOUTH 88°10'49" EAST, A DISTANCE OF 143.66 FEET; 2) SOUTH 01°49'11" WEST, A DISTANCE OF 40.00 FEET; 3) NORTH 82°42'18" EAST, A DISTANCE OF 60.77 FEET; 4) SOUTH 88°10'49" EAST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°57'00" EAST, A DISTANCE OF 141.42 FEET; THENCE NORTH 01°49'11" EAST, A DISTANCE OF 427.07 FEET; THENCE NORTH 67°18'52" WEST, A DISTANCE OF 131.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°48'14" EAST, 178.08 FEET; THENCE NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°48'16", AN ARC DISTANCE OF 200.65 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°31'23" EAST, A DISTANCE OF 60.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°19'02" EAST, 23.27 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°24'49", AN ARC DISTANCE OF 23.29 FEET TO THE END OF SAID CURVE; THENCE NORTH 45°58'20" EAST, A DISTANCE OF 140.11 FEET; THENCE NORTH 04°30'00" WEST, A DISTANCE OF 310.82 FEET TO THE NORTH LINE OF LOT 6 OF SAID NAPIER GRANT AS RECORDED IN DEED BOOK I, PAGE 591 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 86°22'07" EAST, ALONG THE NORTH LINE OF LOT 6 AND ALONG THE NORTH LINE OF LOT 5 OF SAID NAPIER GRANT, A DISTANCE OF 383.53 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1279, PAGE 977 OF SAID PUBLIC RECORDS; THENCE SOUTH 04°35'42" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 206.91 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 86°18'33" EAST, ALONG THE SOUTH LINE OF SAID LAND, A DISTANCE OF 140.07 FEET TO THE SOUTHEAST CORNER OF SAID LAND AND THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 20TH STREET (A 25 FOOT RIGHT-OF-WAY); THENCE SOUTH 04°25'59" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 689.05 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2428, PAGE 240 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 85°34'01"

WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°25'59" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 85°34'01" EAST, ALONG THE SOUTH LINE OF SAID LAND, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AFOREMENTIONED SOUTHWEST 20TH STREET; THENCE SOUTH 04°25'59" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHWEST 20TH STREET, A DISTANCE OF 405.35 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2014, PAGE 1438 OF SAID PUBLIC RECORDS;

THENCE SOUTH 84°50'03" WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 200.02 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°25'59" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 95.46 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2408, PAGE 284 OF SAID PUBLIC RECORDS;

THENCE SOUTH 86°08'10" WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 208.80 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°33'17" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 9.40 FEET TO THE NORTHEAST CORNER OF "NAPIER ESTATE" AS PER PLAT THEREOF RECORDED IN PLAT BOOK "E", PAGE 16 OF SAID PUBLIC RECORDS;

THENCE SOUTH 86°51'26" WEST, ALONG THE NORTH LINE OF SAID "NAPIER ESTATE", A DISTANCE OF 123.86 FEET TO THE BOUNDARY OF AFOREMENTIONED MADERA CLUSTER DEVELOPMENT PHASE I;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE BOUNDARY OF SAID MADERA CLUSTER DEVELOPMENT PHASE I; 1) NORTH 04°30'00" WEST, 22.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°38'26" WEST, 22.66 FEET;

2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°16'52", AN ARC DISTANCE OF 22.73 FEET TO THE POINT OF TANGENCY;

3) NORTH 20°46'52" WEST, 36.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°18'48" WEST, 11.38 FEET;

4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'52", AN ARC DISTANCE OF 11.40 FEET TO THE POINT OF TANGENCY;

5) NORTH 33°50'44" WEST, A DISTANCE OF 133.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°00'37" WEST, 22.72 FEET;

6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°39'00", AN ARC DISTANCE OF 22.72 FEET TO THE END-OF SAID CURVE;

7) NORTH 38°38'49" WEST, 150.58 FEET;

8) NORTH 36°59'41" WEST, 23.63 FEET;

9) NORTH 88°10'49" WEST, 80.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 21.186 ACRES, MORE OR LESS.

*** EMERGENCY SURETY. SURETY
GIVEN TO LAWRENCE 3-21-05**

SUBDIVISION PLATS CHECKLIST

LEGISTAR NO. _____ PETITION NO. _____

Name of Development: Madera Cluster Subdivision Phase II

Date Received _____ Assigned Planner: Lawrence Calderon

Proposed City Commission Meeting Date: 4/11/05

(Must be at least three weeks from submittal date, if emergency, please explain.)

Conditional Plat	Final Plat	Single Lot Replat
<input type="checkbox"/> Application	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Application
<input type="checkbox"/> CCOM minutes (if applicable)	<input type="checkbox"/> CCOM minutes (if applicable)	<input type="checkbox"/> CCOM minutes (if applicable)
<input type="checkbox"/> Title Opinion (dated within 60 days of receipt, also must include legal that matches plat legal)	<input checked="" type="checkbox"/> Title Opinion (dated within 60 days of receipt, also must include legal that matches plat legal)	<input type="checkbox"/> Title Opinion (dated within 60 days of receipt, also must include legal that matches plat legal)
<input type="checkbox"/> Taxes Paid Receipt	<input type="checkbox"/> Taxes Paid Receipt	<input type="checkbox"/> Opinion from an attorney that the homeown. assoc./ req. no. of prop. owners have properly executed consent
Does Dedication paragraph include all items intended to be dedicated to the public/City (e.g. streets, easements, common areas) Yes _____ No _____	Does Dedication paragraph include all items intended to be dedicated to the public/City (e.g. streets, easements, common areas) Yes _____ No _____	<input type="checkbox"/> Taxes Paid Receipt
	<input type="checkbox"/> Tri-Party Agr.	
	<input type="checkbox"/> Letter of Credit	
	<input checked="" type="checkbox"/> Surety Agreement	

NOTE: Do not submit to City Attorney until all items are attached.

Title Opinion Dated 3/3/05

Surety Agreement for Phase II Executed 3/4/05

Contract Price: \$325,625.00

Payments on Contract Price: \$197,925.00

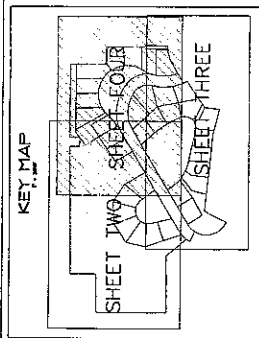
Balance Due on Contract Price: \$127,700.00

OF CHASSAND & HIRSON, INC.
 501 W. 12th Street, Suite 1000
 Miami, Florida 33136
 Phone: (305) 375-1111

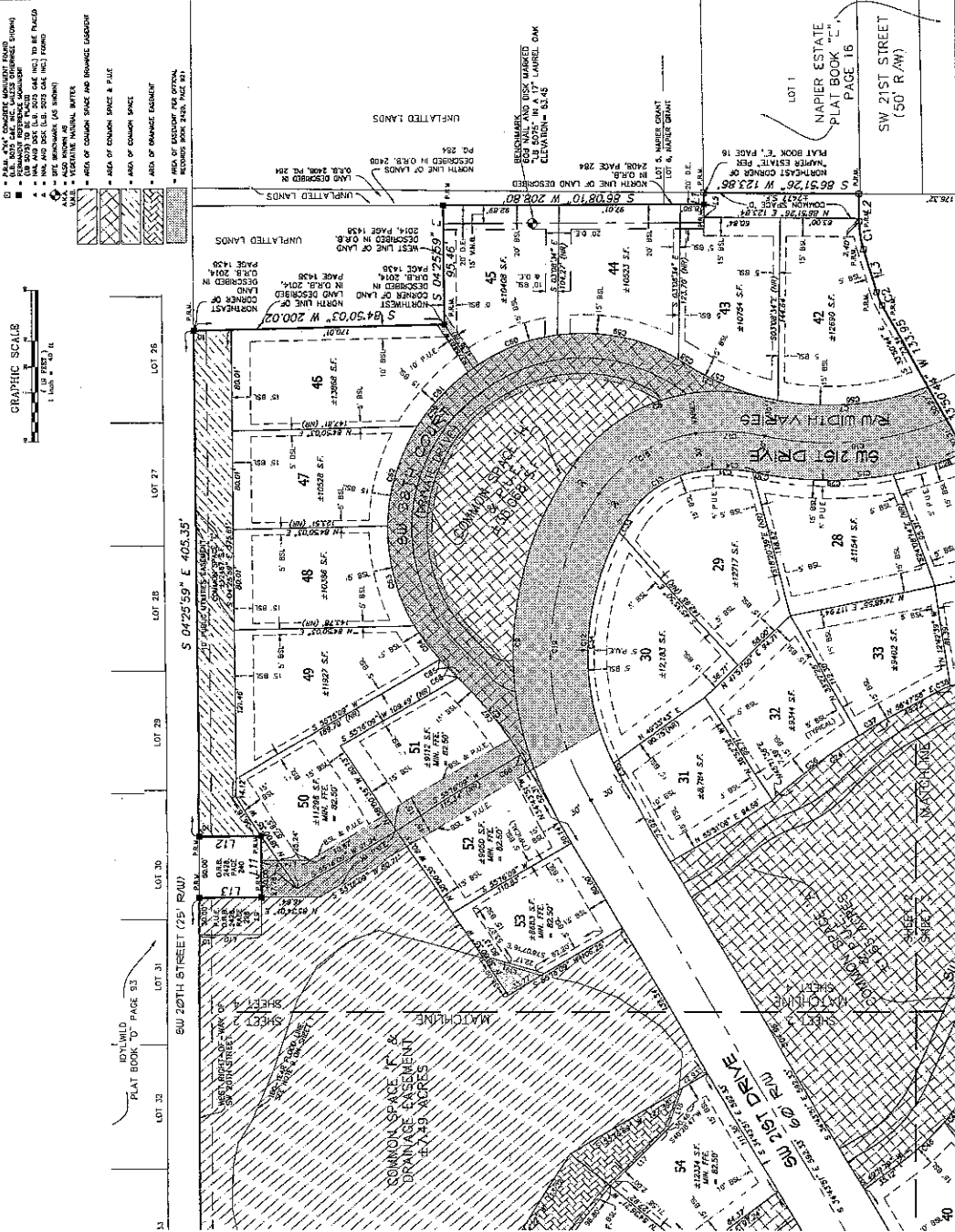
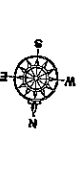
MADERA CLUSTER DEVELOPMENT

PHASE II

LYING IN LOT 5 AND LOT 6 OF THE NAPIER GRANT,
 TOWNSHIP 10 SOUTH, RANGE 20 EAST, IN THE CITY
 OF GAINESVILLE, ALACHUA COUNTY, FLORIDA



- LEGEND:**
- AREA OF COMMON SPACE AND FINISHED GRASSY
 - AREA OF COMMON SPACE & PAVEMENT
 - AREA OF COMMON SPACE
 - AREA OF FINISHED PAVEMENT
 - AREA OF EXISTING PAVEMENT
 - RECORDS BOOK 2478, PAGE 841
 - AREA OF COMMON SPACE AND FINISHED GRASSY
 - AREA OF COMMON SPACE & PAVEMENT
 - AREA OF COMMON SPACE
 - AREA OF FINISHED PAVEMENT
 - AREA OF EXISTING PAVEMENT
 - RECORDS BOOK 2478, PAGE 841
 - AREA OF COMMON SPACE AND FINISHED GRASSY
 - AREA OF COMMON SPACE & PAVEMENT
 - AREA OF COMMON SPACE
 - AREA OF FINISHED PAVEMENT
 - AREA OF EXISTING PAVEMENT
 - RECORDS BOOK 2478, PAGE 841



LINE	LENGTH	BEARING	AREA
1	22.42	S 89° 52' 00" W	22.42
2	22.42	S 89° 52' 00" W	22.42
3	22.42	S 89° 52' 00" W	22.42
4	22.42	S 89° 52' 00" W	22.42
5	22.42	S 89° 52' 00" W	22.42
6	22.42	S 89° 52' 00" W	22.42
7	22.42	S 89° 52' 00" W	22.42
8	22.42	S 89° 52' 00" W	22.42
9	22.42	S 89° 52' 00" W	22.42
10	22.42	S 89° 52' 00" W	22.42
11	22.42	S 89° 52' 00" W	22.42
12	22.42	S 89° 52' 00" W	22.42
13	22.42	S 89° 52' 00" W	22.42
14	22.42	S 89° 52' 00" W	22.42
15	22.42	S 89° 52' 00" W	22.42
16	22.42	S 89° 52' 00" W	22.42
17	22.42	S 89° 52' 00" W	22.42
18	22.42	S 89° 52' 00" W	22.42
19	22.42	S 89° 52' 00" W	22.42
20	22.42	S 89° 52' 00" W	22.42
21	22.42	S 89° 52' 00" W	22.42
22	22.42	S 89° 52' 00" W	22.42
23	22.42	S 89° 52' 00" W	22.42
24	22.42	S 89° 52' 00" W	22.42
25	22.42	S 89° 52' 00" W	22.42
26	22.42	S 89° 52' 00" W	22.42
27	22.42	S 89° 52' 00" W	22.42
28	22.42	S 89° 52' 00" W	22.42
29	22.42	S 89° 52' 00" W	22.42
30	22.42	S 89° 52' 00" W	22.42
31	22.42	S 89° 52' 00" W	22.42
32	22.42	S 89° 52' 00" W	22.42
33	22.42	S 89° 52' 00" W	22.42
34	22.42	S 89° 52' 00" W	22.42
35	22.42	S 89° 52' 00" W	22.42
36	22.42	S 89° 52' 00" W	22.42
37	22.42	S 89° 52' 00" W	22.42
38	22.42	S 89° 52' 00" W	22.42
39	22.42	S 89° 52' 00" W	22.42
40	22.42	S 89° 52' 00" W	22.42
41	22.42	S 89° 52' 00" W	22.42
42	22.42	S 89° 52' 00" W	22.42
43	22.42	S 89° 52' 00" W	22.42
44	22.42	S 89° 52' 00" W	22.42
45	22.42	S 89° 52' 00" W	22.42
46	22.42	S 89° 52' 00" W	22.42
47	22.42	S 89° 52' 00" W	22.42
48	22.42	S 89° 52' 00" W	22.42
49	22.42	S 89° 52' 00" W	22.42
50	22.42	S 89° 52' 00" W	22.42
51	22.42	S 89° 52' 00" W	22.42
52	22.42	S 89° 52' 00" W	22.42
53	22.42	S 89° 52' 00" W	22.42
54	22.42	S 89° 52' 00" W	22.42

CURVE	LENGTH	AREA	PERCENT	BEARING	AREA	PERCENT
C1	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C2	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C3	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C4	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C5	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C6	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C7	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C8	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C9	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C10	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C11	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C12	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C13	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C14	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C15	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C16	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C17	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C18	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C19	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C20	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C21	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C22	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C23	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C24	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C25	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C26	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C27	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C28	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C29	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C30	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C31	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C32	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C33	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C34	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C35	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C36	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C37	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C38	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C39	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C40	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C41	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C42	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C43	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C44	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C45	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C46	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C47	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C48	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C49	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00
C50	22.42	22.42	100.00	S 89° 52' 00" W	22.42	100.00