

RESOLUTION NO. 030434

PASSED July 12, 2004

A Resolution approving the final plat of "Creek View Cluster Subdivision", located generally in the vicinity of NW 29th Avenue and N.W. 22nd Drive; authorizing the Mayor and Clerk of the Commission to execute a 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 "Creek View Cluster Subdivision" on August 14, 2003; 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 September 22, 2003, 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 "Creek View Cluster Subdivision" 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 Mayor and Clerk of the Commission are authorized to execute a 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 12th day of July, 2004.



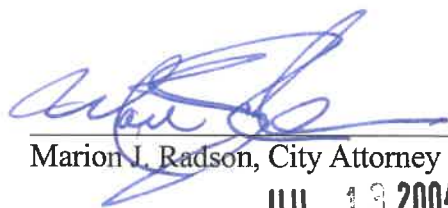
Pegeen Hanrahan, Mayor

ATTEST:



Kurt Lannon,
Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:



Marion J. Radson, City Attorney
JUL 13 2004

H:\Marion Radson\Planning\Creek View Cluster Final Plat w-Surety.doc

EXHIBIT "A"

McMillen

40 S. Main Street, Williston, Florida, 32696
Phone: (352) 528-maps (6277) Fax: (352) 528-6271

Professional Surveyors & Mappers
msurvey@webkraft.net
Surveying, Inc.

May 11, 2004

Description: (by surveyor)

That part of lands described in O.R.B. 2524, page 765, of the public records of Alachua County, Florida, lying Southerly of a creek in the Southwest 1/4 of Section 30, Township 9 South, Range 20 East, Alachua County, Florida; being more particularly described as follows:

Commence at a nail & disk found at the Northwest corner of said Southwest 1/4 and run thence South 89°50'40"East, along the North line of said Southwest 1/4 and along the centerline of N.W. 31st Avenue (a.k.a. Glen Springs Road), a distance of 250.25 feet; thence South 00°06'39"West 50.28 feet to the South right-of-way line of said N.W. 31st Avenue; thence continue South 00°06'39"West 381.98 feet to an iron rod marked "PSM 5469" at the centerline of said creek and the Point-of-Beginning of the herein described parcel; thence continue South 00°06'39"West 888.08 feet to an iron rod marked "PSM 5469"; thence South 89°45'31"East 210.00 feet to the West line of Orman Leigh Estates, as recorded in plat book "E", page 49, said public records; thence North, along said West line, 1011.18 feet to an iron rod marked "PSM 5469" at the centerline of said creek; thence Southwesterly 308 feet more or less along said centerline of creek; said centerline being defined as witness lines being the following 7 courses: thence South 21°42'13"West - 45.55 feet to an iron rod marked "PSM 5469"; thence South 83°34'33"West - 72.16 feet to an iron rod marked "PSM 5469"; thence South 02°33'37"East - 47.83 feet to an iron rod marked "PSM 5469"; thence South 64°49'35"West - 20.54 feet to an iron rod marked "PSM 5469"; thence North 41°59'35"West - 42.87 feet; thence South 66°41'49"West - 54.63 feet to an iron rod marked "PSM 5469"; thence South 43°42'10"West - 35.35 feet to an iron rod marked "PSM 5469" at the West line of said O.R.B. 2524, page 765 and the said Point-of-Beginning.

Containing 4.506 Acres more or less.

EXHIBIT "B"

SURETY AGREEMENT

THIS SURETY AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2004, by and among CAMPUS USA CREDIT UNION ("Lender"), CREEK VIEW PARTNERS, LLC ("Developer") and ANDREWS PAVING, INC. ("Contractor") for the purposes set forth and for the benefit of the City of GAINESVILLE, FLORIDA (the "City").

RECITALS

A. Developer intends to develop a residential subdivision to be known as Creek View, a Cluster Subdivision ("Creek View") and to record a plat of the same on the real property described on attached **Exhibit "A"** (the "Subdivision").

B. Developer has contracted with the Contractor to install the streets, necessary drainage water, sewer and other improvements (the "Improvements") required under applicable laws and ordinances of the City pursuant to a contract between Developer and Contractor a copy of which is attached hereto as **Exhibit "B"** (the "Contract").

C. As a condition of the acceptance of the plat of the Subdivision for recording, require that assurances be given before the Subdivision is platted that the Improvements will be completed within a reasonable time to the standards required by the City, and will together with the other components of the Improvements be the responsibility of the Developer, after completion for maintenance and repair, until accepted by the City.

D. Lender has made a loan to the Developer for the purpose of paying the cost of the Improvements and has agreed to join in this Agreement for the purpose of assuring the City funds will be available for completion of the Improvements in the event the Developer or the Contractor fail to complete the same.

E. The parties hereto now desire to reduce their understanding and agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

1. The parties hereto agree to the truth of the recitals set forth herein and to their incorporation herein by reference.
2. Lender from the loan proceeds made available to the Developer for construction of the Improvements hereby sets aside for this purpose, the sum of **\$182,500.38** which is 120% of the amount set forth in the Contract and which will be used exclusively for construction of the Improvements and may not be used for any other purpose until such Improvements are in place and accepted by the City. Disbursement of the funds during the course of construction will be made on certification by **Brown & Cullen Inc.**, a private engineering firm acting for the account of the Developer, as to the value of work then completed, and then, acceptance by the City of such certification, or, a separate certification by the City. The Lender shall then advance to the Developer payment to the Contractor the sum agreed by the private engineering firm and the City, with each progress

payment to be charged a ten percent (10%) retainage, to be paid with the final payment on completion of the Improvements and so certified to by the City.

3. Should the Contractor default in performance under this Contract; the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new Contractor will be subject to approval by the Lender and by the City which approval will not be unreasonably withheld. Should the Developer not proceed to relet the Contract within such time period on a default by the present Contractor, the Lender and/or the City shall be entitled to complete the Improvements so that the City will accept the Improvements, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to the Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to (10%) of the original fund for a maximum total of \$200,750.42 if so, and shall have the option to advance any additional monies that may be required, all of which advances have been secured by the Developer to the Lender.
4. The completion may be by the Lender and another contractor, or by the City, directly whichever shall be determined by the Lender and the City to be most appropriate for an early completion of the Improvements and final acceptance by the City.
5. The Developer and the Contractor agree to prosecute the construction of the Improvements in a reasonably diligent manner to assure completion within 150 days from recording the plat. Should the Developer be required to engage a new contractor as a result of the default by the Contractor, the time for completion will be extended for a period not to exceed ninety (90) additional days. If in the judgment of the City, the progress of construction is falling behind schedule, the City will so advise the Developer who shall then be bound to take corrective measures. The Lender shall likewise be advised and may thereupon withhold further disbursements of progress payment until a resolution of the problem acceptable to the City may be obtained. The obligation of Lender hereunder shall cease on the earlier of one (1) year from the date of completion as set forth in the Contract or such date as all the Improvements have been completed and so certified to by the City.
6. Should the City have to take over and complete or have completed the Improvements required by City ordinances, then the obligation of the Lender to pay a sum equal to the cost of such Improvements to the City (in accordance with the terms and conditions of the agreement) or make such sum available that shall exist independent of the regardless of whether or not the Developer may be in default on its agreement with the Lender.

THIS AGREEMENT signed at Gainesville, Florida, this ____ day of _____, 2004.

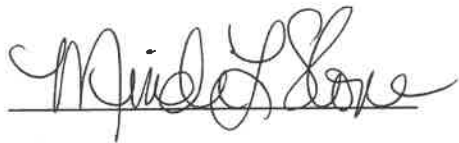
Signed and sealed in the presence of:



As to Lender



As to Developer



As to Contractor

As to City

Lender: CAMPUS USA CREDIT UNION

By: 

DAVID M. BARBER

As Its: Commercial Loan Manager

Developer: CREEK VIEW PARTNERS, LLC

By: 

ANTHONY J. BROWN, JR.

As Its: Authorized Member

Contractor: ANDREWS PAVING, INC.

By: 

RONALD F. ANDREWS

As Its: President

City of GAINESVILLE, FLORIDA

By: _____

As Its: _____

EXHIBIT "A"

McMillen

40 S. Main Street, Williston, Florida, 32696
Phone: (352) 528-maps (6277) Fax: (352) 528-6271

Professional Surveyors & Mappers
msurvey@webkraft.net
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Containing 4.506 Acres more or less.


EXHIBIT "B"

Contract for Site Construction Services

We the undersigned agree to the following:

1. The project is "**Creek View, A Cluster Subdivision**", (Creek View) a subdivision to be constructed in the City of Gainesville on a 4.51 acre parcel identified as Alachua County Tax Parcel 09007-000-000.
2. The Contractor, **Andrews Paving Inc.** has submitted a bid to construct the site improvements for the Creek View project. The bid received by the developer, **Creek View Partners, LLC** on April 21, 2004 is attached as **Exhibit A**.
3. **Creek View Partners, LLC** has accepted the bid in the amount of **\$152,083.65** for Andrews Paving Inc. to perform the construction work.
4. The project shall be constructed in accordance with the plans as prepared by Brown & Cullen Inc., and dated with last revision date of 4-23-04, a copy of the Sheet Index is attached hereto as **Exhibit B**.
5. The contractor shall abide by the requirements of the City of Gainesville, the approved SJRWMD ERP permit, the NPDES NOI and associated Stormwater Pollution Prevention Plan, the Gainesville Regional Utilities (GRU) utility permit, and any other permit requirements.
6. The developer and contractor must abide by the requirements of the executed surety agreement with the City of Gainesville and the lender, Campus USA Credit Union. This shall include completion of the project site construction no later than 150 days from start of construction, and payment processing including 10 % retainage as identified in the surety agreement.
7. Contractor shall begin work no later than 7 days after receiving the notice to proceed from the Developer.
8. Unit prices for the project, as depicted in Exhibit A shall be utilized to make any contract adjustments, with the exception that undercutting of unsuitable soils and replacement with suitable backfill soils shall be paid for at a unit price of **\$12.00 per cubic yard**, including all excavated and hauled off unsuitable soils, and all imported and placed suitable soils.
9. The contractor shall submit no more than 1 pay request monthly.
10. The obligation of this contract shall be subject to the developer obtaining all regulatory permits for constructing the project, and the closing of the A & D

Loan from the lender, Campus USA Credit Union within 45 days from execution of this contract.



Anthony J. Brown Jr.
Authorized Member,
Creek View Partners, LLC

5-11-04

Date



Ronald Andrews
President,
Andrews Paving Inc.

5-11-04

Date



CIVIL ENGINEERS and LAND PLANNERS

3530 N.W. 43rd Street • Gainesville, Florida 32606

Tel. (352) 375-8999

Fax (352) 375-0833

Bid Form
for
Creek View, A Cluster Subdivision

1. Submitted by:

ANDREWS PAVING INC

Company

RON ANDREWS

Name

PRESIDENT

Title

Ron Andrews

Signature

21 April 2004

Date

2. Bid (per attached spreadsheets):

I. Civil - Paving, Grading & Drainage

\$ 107,897.65

II. Potable Water System

\$ 20,967.50

III. Sanitary Sewer

\$ 15,560.50

IV. Utilities

\$ 7,658.00

TOTAL BID

\$ 152,083.65

3. Time Frame:

We are prepared to begin construction no later than 15 MAY 04 and complete construction within 150 calendar days.

4. Bidding Instructions:

- A. Bids are due by **Wednesday, April 21, 2004 @ 5:00 PM.** In order to be considered, all bids must be submitted using the attached spreadsheets. All bids must be submitted in sealed envelopes to the office of Brown & Cullen. Bids received after the specified time and date will not be considered.
- B. Bids shall remain firm and binding for at least sixty (60) days following bid opening to allow time for evaluation and award of bids.

**Creek View, A Cluster Subdivision
Estimated Construction Quantities**

I. Civil - Paving, Grading & Drainage

Item	Description	Unit	Quantity	Unit Price	Item Cost
General					
1	Mobilization & General Conditions	LS	1	5000 ⁰⁰	5000 ⁰⁰
2	Construction Surveying	LS	1	3000 ⁰⁰	3000 ⁰⁰
3	Geotechnical Testing	LS	1	1000	1000 ⁰⁰
Tree Protection & Erosion Control					
4	Tree Barricade Fencing	LF	840	3 ⁰⁰	2520 ⁰⁰
5	Stage 1 - Type III Silt Fencing	LF	405	150	6075 ⁰⁰
6	Stage 1 - Chain Link Fence for Silt Fence Reinforcement	LF	215	5 ⁰⁰	1075 ⁰⁰
7	Stage 2 - Type III Silt Fencing	LF	360	150	540 ⁰⁰
8	Stage 2 - Chain Link Fence for Silt Fence Reinforcement	LF	360	5 ⁰⁰	1800 ⁰⁰
9	Type III Silt Fencing at Basin Outfalls (during Construction)	LF	140	150	210 ⁰⁰
10	Sand Bags for Inlet Protection (during Construction)	LS	1	500	500 ⁰⁰
Earthwork					
11	Clear & Grub Roadway R/W & PUE	AC	1.02	3500 ⁰⁰	3570 ⁰⁰
12	Clear & Grub Drainage Easement & Common Open Space	AC	0.59	3500 ⁰⁰	2065 ⁰⁰
13	Excavate Retention Basin	CY	1,131	375	4241 ²⁵
14	Earthwork in Roadway R/W Excavation: 505 CY Fill: 173 CY	LS	1	2500 ⁰⁰	2500 ⁰⁰
15	Undercut Unsuitable Soils & Replace with Clean Suitable Fill	CY	1	14 ⁰⁰	14 ⁰⁰
Roadway, Private Alley & Sidewalk					
16	Sawcut, demolish and remove existing pavement	SY	130	2 ⁰⁰	260 ⁰⁰
17	12" Stabilized Subgrade in R/W	SY	2,642	2 ⁰⁰	5284 ⁰⁰
18	6" Limerock Base in R/W	SY	2,150	6 ⁵⁰	13975 ⁰⁰
19	1-1/4" Type S-III Asphaltic Concrete in R/W	SY	2,150	4 ⁰⁰	8600 ⁰⁰
20	Type F Curb & Gutter and Drop Curb in R/W	LF	1,347	10 ⁰⁰	13470 ⁰⁰
21	Urban Concrete Driveway Turnout (per City)	EA	2	1750 ⁰⁰	3500 ⁰⁰
22	Curb Cut Ramp (per City)	EA	2	1200 ⁰⁰	2400 ⁰⁰
23	5' Concrete Sidewalk (S/W fronting lots by homeowner)	LF	370	1350	4995 ⁰⁰
Stormwater					
24	12" x 18" ERCP	LF	161	28 ⁰⁰	4508 ⁰⁰
25	Underdrains for Roadway (if necessary)	LF	1	1250	1250
26	Type P-4 Curb Inlet	EA	2	2750 ⁰⁰	5500 ⁰⁰
27	Type C DBI (modified w/ sump bottom)	LF	2	1300 ⁰⁰	2600 ⁰⁰
28	Mitered End Section	EA	1	950 ⁰⁰	950 ⁰⁰

**Creek View, A Cluster Subdivision
Estimated Construction Quantities**

I. Civil - Paving, Grading & Drainage

Item	Description	Unit	Quantity	Unit Price	Item Cost
29	VNB Concrete & Brass Marker (installed by Surveyor)	EA	10	35	350 ⁰⁰
Site Stabilization					
30	Grade, Seed, Fertilize & Mulch in R/W and PUE	SY	1,625	0.60	975 ⁰⁰
31	Grade, Seed, Fertilize & Mulch in Common Open Space	SY	2,859	0.60	1,715 ⁴⁰
32	Sod within 2' Wide Utility Strip	SY	215	4 ⁰⁰	860 ⁰⁰
33	6' High Wood Stockade Fence	LF	775	12 ⁰⁰	9,300 ⁰⁰
Other					
34					
35					
36					

TOTAL: \$107,897.65

NOTES

1. The earthwork quantities assume no void space.

SEE ATTACHED EXCLUSIONS / CLARIFICATIONS

**Creek View, A Cluster Subdivision
Estimated Construction Quantities**

II. Potable Water System

Item	Description	Unit	Quantity	Unit Price	Item Cost
General					
1	Construction Surveying	LS	1	300 ⁰⁰	300 ⁰⁰
2	Geotechnical Testing	LS	1	200 ⁰⁰	200 ⁰⁰
3	Pressure Test & Bacteriological Clearance	LS	1	200 ⁰⁰	200 ⁰⁰
Water Mains					
4	4" DIP	LF	45	25 ⁰⁰	1,125 ⁰⁰
5	6" PVC Schedule 40	LF	335	10 ⁵⁰	3,517 ⁵⁰
6	4" PVC Schedule 40	LF	530	9 ⁵⁰	5,035 ⁰⁰
Fittings					
7	Connect to Existing 6" PVC Main	Ea	1	275 ⁰⁰	275 ⁰⁰
8	16" x 4" Tap & Valve	Ea	1	250 ⁰⁰	250 ⁰⁰
9	Single 5/8" Meter	Ea	2	200 ⁰⁰	400 ⁰⁰
10	Dual 5/8" Meter	Ea	4	250 ⁰⁰	1,000 ⁰⁰
11	Fire Hydrant Assembly	Ea	1	2,600 ⁰⁰	2,600 ⁰⁰
12	4" Gate Valve & Box	Ea	2	450 ⁰⁰	900 ⁰⁰
13	2" Gate Valve & Box	Ea	4	250 ⁰⁰	1,000 ⁰⁰
14	6" x 2" Saddle	Ea	1	95 ⁰⁰	95 ⁰⁰
15	6" x 1" Saddle w/ Corp Stop	Ea	1	95 ⁰⁰	95 ⁰⁰
16	4" x 2" Saddle	Ea	3	95 ⁰⁰	285 ⁰⁰
17	4" x 1" Saddle w/ Corp Stop	Ea	1	90 ⁰⁰	90 ⁰⁰
18	6" to 4" DI Reducer	Ea	1	150 ⁰⁰	150 ⁰⁰
19	4" DI 90 degree Bend	Ea	2	150 ⁰⁰	300 ⁰⁰
20	4" DI 45 degree Bend	Ea	2	150 ⁰⁰	300 ⁰⁰
21	4" DI 22.5 degree Bend	Ea	5	150 ⁰⁰	750 ⁰⁰
22	4" DI 11.25 degree Bend	Ea	2	150 ⁰⁰	300 ⁰⁰
23	Reaction Block	Ea	11	100 ⁰⁰	1,100 ⁰⁰
24	3" Blow-off and Sample Point	Ea	1	700 ⁰⁰	700 ⁰⁰
Other					
25					
26					
27					

* SEE ATTACHED EXCLUSIONS / CLARIFICATIONS Total: \$20,967⁵⁰

**Creek View, A Cluster Subdivision
Estimated Construction Quantities**

III. Sanitary Sewer

Item	Description	Unit	Quantity	Unit Price	Item Cost
General					
1	Construction Surveying	LS	1	500 ⁰⁰	500 ⁰⁰
2	Geotechnical Testing	LS	1	250 ⁰⁰	250 ⁰⁰
Sanitary Sewer					
3	Connect to Existing SS Manhole	LS	1	500 ⁰⁰	500 ⁰⁰
4	SS Manhole - 6' to 8' Depth	Ea	2	1500 ⁰⁰	3,000 ⁰⁰
5	8" SDR 35 PVC SS - 6' to 8' Cut	LF	343	95 ⁰⁰	32585 ⁰⁰
6	8" SDR 35 PVC SS - 8' to 10' Cut	LF	321	12 ⁰⁰	3852 ⁰⁰
7	4" SDR 35 PVC SS Laterals	LF	400	7 ⁰⁰	2800 ⁰⁰
8	Wye & other fixtures for lateral connection to main	EA	10	40 ⁰⁰	400 ⁰⁰
9	4" SS Cleanout Assemblies	Ea	10	100	1,000 ⁰⁰
Other					
10					
11					
12					

Total 1: \$15,560.50

* SEE ATTACHED EXCLUSION / CLARIFICATIONS

**Creek View, A Cluster Subdivision
Estimated Construction Quantities**

IV. Utilities

Item	Description	Unit	Quantity	Unit Price	Item Cost
General					
1	Construction Surveying	LS	1	100 ⁰⁰	100 ⁰⁰
2	Markers (per detail) to identify end of crossings	LS	1	50 ⁰⁰	50 ⁰⁰
GRU Electric					
3	Primary Electric 2" PVC Schedule 40	LF	1,080	3 ⁰⁰	3,240 ⁰⁰
4	Secondary Electric 2-1/2" PVC Schedule 40	LF	125	3 ⁰⁰	375 ⁰⁰
5	Transformer Pads & associated sweeps	EA	4	750 ⁰⁰	3,000 ⁰⁰
6	Pedestals & associated sweeps	EA	2	75 ⁰⁰	150 ⁰⁰
Utility Crossings					
7	GRU Gas 2" PVC Crossing	LF	110	4 ⁰⁰	440 ⁰⁰
8	BellSouth 4" PVC Crossing	LF	50	4 ⁰⁰	200 ⁰⁰
9	Cox Cable 4" PVC Crossing	LF	50	4 ⁰⁰	200 ⁰⁰
Private Irrigation					
10	Irrigation	LF	TBD	3 ⁰⁰	3 ⁰⁰
Other					
11					
12					
13					

Total: \$7,658⁰⁰

TBD = To be determined by Owner

** SEE ATTACHED EXCLUSIONS/CLARIFICATIONS*

EXHIBIT B

CREEK VIEW	
SHEET INDEX	
SHEET NO.	TITLE
1	COVER SHEET
2	LEGEND, ABBREVIATIONS & NOTES
3	STORMWATER POLLUTION PREVENTION PLAN
4	EROSION & SEDIMENTATION CONTROL PLAN
5	DRAINAGE PLAN
6	UTILITY PLAN
7	DETAILS & NOTES
8 & 9	PLAN & PROFILE SHEETS
10	CROSS SECTION SHEET
11	LANDSCAPE & TREE PROTECTION PLAN
SUR-1	BOUNDARY & TOPOGRAPHIC SURVEY
RP-1	RECORD PLAT