AGREEMENT FOR PURCHASE OF EASEMENT AND STORMWATER IMPROVEMENTS

THIS AGREEMENT ("Agreement") is entered into on the _____ day of _____, 2016, by and between the CITY OF GAINESVILLE, a Florida municipal corporation, whose mailing address is Post Office Box 490, Station 58, Gainesville, Florida 32627, ("City"), and SOUTHPARK INVESTMENT GROUP, LLC, a Florida limited liability company, whose address is 321 SW 13th Street, Gainesville, FL, 32601, ("Developer"), jointly referred to as the "Parties"

WITNESSETH

WHEREAS, Developer owns property located at 410 SW 8th Street and more specifically described in Exhibit A to this Agreement; and

WHEREAS, the City claims several prescriptive easements for storm water pipes across the west side of Developer's property, as more specifically described in Exhibit B to this Agreement; and

WHEREAS, City has need to upgrade and consolidate its storm water system in the area and has developed plans for construction of the proposed improvements, the estimated costs of which would be \$1,520,427.50 because construction would require excavating within existing paved roads and private property; and

WHEREAS, the Developer intends to develop the western portion of his property but would be unable to do so because of the existing prescriptive easements and storm water pipes; and

WHEREAS, an easement located through the center of Developer's property, as more specifically described in Exhibit C, would be the shortest and least expensive route for the City's storm water improvements into the existing storm water outfall; and

WHEREAS, Developer has offered to construct the storm water pipe in the easement and to dedicate the easement and pipes to City once completed in exchange for payment described in this agreement and the release of the prescriptive easements; and

WHEREAS, City's professional engineers have performed due diligence in reviewing the Developer's plans for the storm water pipe, comparing costs for construction to similar recent construction costs and found that costs were reasonable and prudent.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. <u>Recitals</u>. The recitals above comprise a material part of this Agreement and are hereby incorporated by reference.

2. <u>Effective Date and Term</u>. This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below, which shall be no later than **August 31**, **2016**, and shall remain in effect until the parties have fully performed their obligations as set forth in this Agreement.

3. <u>Developer's Obligations</u>.

- a. The Developer shall, by no later than December 31, 2017 construct a 72" storm water pipe within the easement area as described in Exhibit C. The pipe shall be constructed in substantial compliance to the construction drawings as set forth in Composite Exhibit D, attached to and incorporated within this Agreement
- b. Upon completion of construction of the storm water improvements, Developer shall transfer the improvements and an easement to the City in a document in substantially the same form as Exhibit E.
- 4. <u>Representations and Warranties of Developer</u>. The Developer represents and warrants to the City that the following statements are true:
 - a. The Developer is a validly existing entity under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold property and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and has consented to service of process in the State of Florida.
 - b. Developer owns the property described in Exhibit A and has full authority to execute an easement to the City, free and clear of all liens, taxes, and other encumbrances.
 - c. Each document to which the Developer is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Developer and neither the execution and delivery nor compliance with the terms and provisions: (i) requires the approval of any other party, except as have been obtained or as are noted herein, or (ii) contravenes any law, judgment, governmental rule, regulation or order binding on the Developer.
 - d. Each document to which the Developer is or will be a party constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws that affect creditor's rights generally and subject to usual equitable principles if equitable remedies are invoked.
 - e. There are no pending or threatened actions before any court or administrative body against the Developer, or against any officer of the Developer, that question the validity of any document contemplated herein or that are likely to materially and adversely affect this Agreement or the financial condition of the Developer.
 - f. The Developer is financially capable of carrying out all obligations contemplated by this Agreement.
 - g. The Developer shall use its best efforts to perform this Agreement. In addition, the Developer will not violate any laws, ordinances, rules, regulations or orders that are or will be applicable to the construction of the surface parking area improvements.

- 5. <u>City's Obligations</u>. As full and complete compensation for the easement, the 72" storm water pipe, all as constructed, inspected, and accepted in accordance with this Agreement, the City will perform the following:
 - a. Within 15 days of Developer's recording of the easement referenced in Exhibit E, City shall record a quitclaim deed in substantially the same form as Exhibit F, transferring the City's prescriptive easements and the storm water pipes within those easements to the Developer.
 - b. Within 15 days of Developer's recording of the easement and acceptance of the 72" storm water pipe, City shall pay the sum of \$784,057.00 to Developer. Payment will be made by electronic fund transfer to Developer's account.
- 6. <u>Multi-year Contract</u>. The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.
- 7. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and the Developer. The Developer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party is not acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- 8. <u>No Contract Zoning; No Contracting of Police Powers</u>. The City is entering into this Agreement in its proprietary capacity as a purchaser and owner of property. Nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or agreement to approve or waive any development order, development permit, rezoning, comprehensive plan amendment or any other governmental requirement that the City may have jurisdiction over in its regulatory capacity. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the police powers of the City.
- 9. <u>Release</u>. No recourse shall be had for any damages or claims based upon any representation, obligations, covenant or agreement in this Agreement against any past, present or future officer, member, legal counsel, employee, director or agent, of the City, either directly or through the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, legal counsels, employees, directors or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. This section shall survive the termination or expiration of this Agreement.

- 10. Force Majeure. Delays in any performance due to: fire, flood, earthquake, windstorm, or sinkhole; war, declaration of hostilities, revolt, civil strife, altercation or commotion; strike or labor dispute; epidemic; archaeological excavation; or because of act of God shall be deemed to be events of Force Majeure and such delays shall be excused in the manner herein provided. If such party is delayed for any of the events of Force Majeure, the date required for actions required shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the other parties specifying the cause of the anticipated delay, giving its actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify conditions causing a delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.
- 11. <u>Sovereign Immunity</u>. The parties agree that nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity, as provided in Section 768.28, Florida Statutes, or otherwise.
- 12. <u>Third Party Beneficiaries</u>. This Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries.
- 13. <u>Bankruptcy</u>. The filing by the Developer of a petition for relief under federal bankruptcy laws or any other similar law or statute of the United States, or the entry of an order or decree appointing a receiver of the Developer or its assets, shall not affect the City's rights under this Agreement.
- 14. <u>Default; Remedy; Attorneys' Fees</u>. There shall be a default if either party fails to comply with any obligation described in this Agreement. If a default occurs, upon giving **fifteen (15) days** written notice of such default, if the default has not been cured within the **fifteen (15) days**, the non-defaulting party may exercise any legal rights and remedies as are allowed at law or in equity to enforce this Agreement, including without limitation, specific performance. In any litigation or other proceeding, including appeals, arising out of this Agreement, including breach, enforcement or interpretation, the prevailing party in such proceeding, shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses.
- 15. <u>Modification and Waiver</u>. This Agreement may only be modified or waived in writing signed by all the parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
- 16. <u>Applicable Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. Each party submits to the jurisdiction of the State of Florida, Alachua

County and the courts thereof and to the jurisdiction of the United States District Court for the Northern District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

- 17. <u>Severability</u>. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.
- 18. <u>Captions</u>. The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.
- 19. <u>Construction</u>. 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. <u>Entire Agreement; Not a Development Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. This Agreement, in whole or part, is not intended to be nor shall be construed or interpreted to be a Development Agreement under the terms of the "Florida Local Government Development Agreement Act" in Section 163.3220 et seq., Florida Statutes, or as defined in the Land Development Code, Chapter 30 of the City of Gainesville Code of Ordinances.
- 21. <u>Successors and Assigns</u>. No parties to this Agreement shall assign or transfer any interest in this Agreement without the prior written consent of the other parties. The parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.
- 22. <u>Time</u>. Time is of the essence in this Agreement. In computing time periods of fifteen (15) days or less, Saturdays, Sundays and state or national legal holidays shall be excluded. Time periods of more than fifteen (15) days shall be computed based on calendar days. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next business day.
- 23. <u>Notices</u>. Any notices pursuant to this Agreement shall be effective upon receipt and sent by either certified mail, return receipt requested, overnight courier service or delivered in person to the following addresses:

City of Gainesville P.O. Box 490, MS 6 Gainesville, Florida 32627 With a copy to: Director of Public Works City of Gainesville P.O. Box 490, MS 58 Gainesville, Florida 32627 To the Developer: Southpark Investment Group, LLC 321 SW 13th Street Gainesville, FL 32601 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials on the dates written below. WITNESSES: CITY OF GAINESVILLE Sign: _____ By: Anthony Lyons Print Name: _____ City Manager Print Name: STATE OF FLORIDA COUNTY OF ALACHUA I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Anthony Lyons, City Manager of the City of Gainesville. He personally appeared before me and is: (check one of the below) personally known to me, or produced the following type of identification: Executed and sealed by me on _______, _____. Notary Public Print Name: My Commission expires: / /

Attention: City Manager

To the City:

WITNESSES:	
Sign:	DEVELOPER
Print Name:	
Sign:	Title:
Print Name:	
STATE OF FLORIDA COUNTY OF	
certify that on this date before me, the fo	and county named above to take acknowledgments, regoing instrument was acknowledged by for and on behalf of
	for and on behalf of He/she personally appeared before me and is: (check
one of the below) personally known to me, or produced the following type of i	
Executed and sealed by me on	
	Notary Public
	Print Name: My Commission expires://
	iviy Commission expires://

EXHIBIT A

Cover Sheet



JACKSONVILLE | GAINESVILLE | OCALA

8563 Argyle Business Loop, Ste. 3, Jacksonville, Florida 32244 132 NW 76th Drive, Gainesville, Florida 32607 101 NE 1st Avenue, Ocala, Florida 34470

WWW.CHW-INC.COM

DESCRIPTION

DATE: June 23, 2016

PROJECT NAME: South Park **PROJECT NO:** 14-0450

DESCRIPTION FOR: South Park – Overall parcel description

PARCELS 17, 18, 19, 33, 34, AND 35 OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2048, PAGE 454 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; SITUATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN A NAIL & DISK MARKED "CHW LB 5075" AT THE NORTHWEST CORNER OF LOT 6, BLOCK 7 OF UNIVERSITY HEIGHTS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 10 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY OF S.W. 4TH AVENUE (RIGHT-OF-WAY WIDTH VARIES); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; (1) NORTH 89°14'02" EAST, A DISTANCE OF 268.60 FEET TO A 5/8" REBAR & CAP MARKED "LB 6166"; (2) SOUTH 85°07'47" EAST, A DISTANCE OF 99.59 FEET TO A 2" IRON PIPE (NO IDENTIFICATION); (3) SOUTH 83°11'43" EAST, A DISTANCE OF 158.42 FEET TO A FOUND NAIL & DISK MARKED "LB 6166", LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 8TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 1°53'33" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 351.93 FEET TO A FOUND DRILL HOLE LOCATED ON THE SOUTH LINE OF O.A. PORTERS ADDITION TO GAINESVILLE AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 43 OF SAID PUBLIC RECORDS, ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 5TH AVENUE (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°11'49" WEST, ALONG SAID SOUTH LINE AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 89.64 FEET TO A 5/8" REBAR (NO IDENTIFICATION); THENCE NORTH 62°05'22" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 160.54 FEET TO A 5/8" REBAR (NO IDENTIFICATION) LOCATED AT THE SOUTHWEST CORNER OF LOT 9 OF SAID O.A. PORTERS ADDITION AND BEING SITUATED ON THE EASTERLY RIGHT OF WAY OF A 30' WIDE STREET LYING EASTERLY AND ADJOINING BLOCK 7, OF AFOREMENTIONED UNIVERSITY HEIGHTS; THENCE SOUTH 89°14'22" WEST ALONG THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 15.07 FEET TO A 5/8" REBAR & CAP MARKED "LB 6166" ON THE CENTERLINE OF SAID STREET; THENCE NORTH 01°42'31" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 54.10 FEET TO A 5/8" REBAR & CAP MARKED "LB 6166" SITUATED ON THE SOUTH LINE OF THE EASTERLY PROJECTION OF SAID BLOCK 7 AND THE NORTHERLY RIGHT OF WAY LINE OF SAID S.W. 5TH AVENUE; THENCE SOUTH 89°06'21" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 217.22 FEET TO A 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) LOCATED AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 7 OF SAID UNIVERSITY HEIGHTS; THENCE NORTH 02°10'13" WEST, ALONG THE WEST LINE OF SAID LOT 9, AND IT NORTHERLY PROJECTION, A DISTANCE OF 125.40 FEET TO A 5/8" REBAR & CAP MARKED "PLS 3765" LOCATED AT THE CENTERLINE OF A 10 FOOT ALLEY IN BLOCK 7 OF SAID UNIVERSITY HEIGHTS; THENCE SOUTH 89°08'51" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 49.99 FEET TO A NAIL & DISK MARKED "CHW LB 5075" LOCATED ON THE WEST LINE OF THE SOUTHERLY PROJECTION OF AFOREMENTIONED LOT 6, BLOCK 7 OF UNIVERSITY HEIGHTS; THENCE NORTH 01°53'57" WEST, ALONG SAID WEST LINE AND ITS PROJECTION, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.30 ACRES, MORE OR LESS.

EXHIBIT B

Cover Sheet

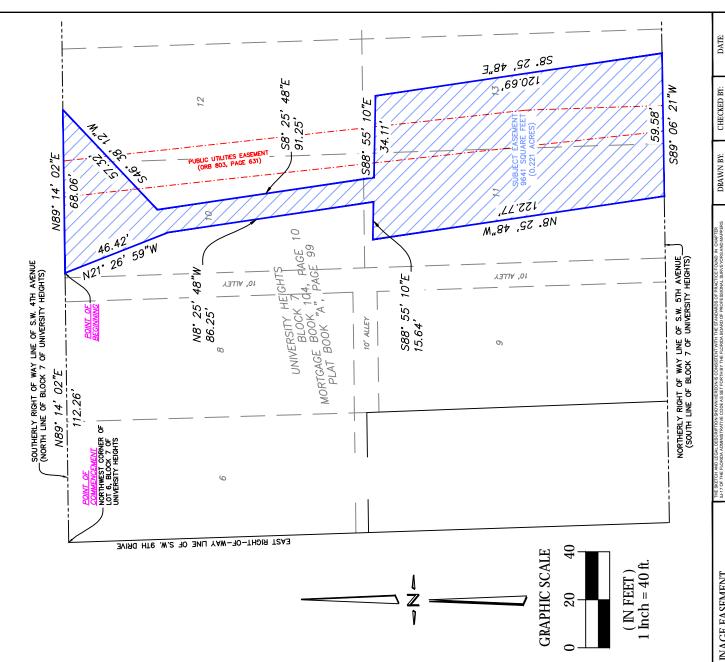
SITUATED IN THE COUNTY OF ALACHUA, STATE OF THE LAND REFERRED TO HEREIN BELOW IS FLORIDA, AND IS DESCRIBED AS FOLLOWS:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, DESCRIBED A TRACT OF LAND LOCATED IN SECTION 5, AS FOLLOWS:

EAST ALONG SAID SOUTH RIGHT-OF-WAY AND NORTH THENCE NORTH 88° 55' 10" WEST ALONG SOUTH LINE EAST A DISTANCE OF 91.25 FEET; THENCE SOUTH 88° BEGINNING OF THE HEREIN DESCRIBED TRACT. SAID DISTANCE OF 57.32 FEET; THENCE SOUTH 08° 25' 48" RIGHT-OF-WAY LINE OF S.W. 5TH AVENUE NORTH 08° SOUTH 08° 25' 48" EAST A DISTANCE OF 120.69 FEET NORTH LINE OF BLOCK 7 SOUTH 46° 38' 12" WEST A SOUTH 88° 55' 10" EAST A DISTANCE OF 15.64 FEET; COMMENCE AT THE NORTHWEST CORNER OF LOT 6 PLAT BOOK "A", PAGE 99, OF THE PUBLIC RECORDS 25' 48" WEST A DISTANCE OF 122.77 FEET; THENCE LINE A DISTANCE OF 59.58 FEET; THENCE LEAVING BLOCK 7 OF UNIVERSITY HEIGHTS, A SUBDIVISION RECORDED IN MORTGAGE BOOK 104, PAGE 10 AND THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND OF SAID BLOCK 7 AND SAID NORTH RIGHT-OF-WAY **BEGINNING. THENCE CONTINUE NORTH 89° 14' 02"** 55' 10" EAST A DISTANCE OF 34.11 FEET; THENCE NORTH RIGHT-OF-WAY LINE OF S.W. 5TH AVENUE; THENCE NORTH 08° 25' 48" WEST A DISTANCE OF TRACT CONTAINING 9641 SQUARE FEET OR 0.221 TO THE SOUTH LINE OF SAID BLOCK 7 AND THE 86.25 FEET; THENCE NORTH 21° 26' 59" WEST A RIGHT-OF-WAY LINE OF S.W. 4TH AVENUE, AND OF ALACHUA COUNTY, FLORIDA; THENCE RUN LINE OF BLOCK 7 A DISTANCE OF 68.06 FEET; NORTH 89° 14' 02" EAST, ALONG THE SOUTH ALONG THE NORTH LINE OF SAID BLOCK 7 A DISTANCE OF 112.26 FEET TO THE POINT OF DISTANCE OF 46.42 FEET TO THE POINT OF SAID SOUTH LINE OF BLOCK 7 AND NORTH ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

THE BEARING BASIS FOR THIS EASEMENT IS BASED (PROJECT NO, 12-0440.02) MADE BY CAUSSEAUX, UPON A BOUNDARY AND TOPOGRAPHIC SURVEY HEWITT AND WALPOLE, INC. DATED 8/28/15.



THIS IS NOT A BOUNDARY SURVEY -

CITY OF GAINESVILLE PUBLIC WORKS DEPARTMENT ENGINEERING SUPPORT SERVICES 405 NW 39TH AVENUE P. BOX 490 GAINESVILE, FL 32 627 OFFICE (352) 393-8194 FAX (352) 334-2093
--

OF BLOCK 7 OF UNIVERSITY HEIGHTS UPON A PORTION OF LOTS DRAINAGE EA

	THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS CONSISTENT WI
A CENTENTE	5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORI
ASEIVIEIN I	PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS SURVEYED UNDER
	THE BEST OF MY KNOWLEDGE AND BELIEF. FOR REFERENCE ONLY - NOT V.
S10 11 19 AND 13	OF A LICENSED FLORIDA SURVEYOR AND MAPPER.
. J. O. 11, 12, AM 13	PATRICK R. DURBIN,
TEDCIEV HEICHTO	PROFESSIONAL SURVEYOR AND MAPPER

DATE: MAY 2, 2016 SHEET 1 OF 1

CHECKED BY:

ACAD FILENAME: EASEMENT 12-0440.03

Exhibit C

Cover Sheet



TEL: (352) 331-1976 132 NW 76th Drive, Gainesville, Florida 32607 101 NE 1st Avenue, Ocala, Florida 34470 WWW.CHW-INC.COM



DESCRIPTION

DATE: 6/28/2016

CLIENT: Gainesville Regional Utilities PROJECT NAME: South Park Apartments

PROJECT NO: 14-0450.04

DESCRIPTION FOR: Public Utility Easement #1

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:**

COMMENCE AT THE SOUTHWEST CORNER OF LOT 9. BLOCK 7 OF UNIVERSITY HEIGHTS. AS RECORDED IN PLAT BOOK "A", PAGE 10 OF THE PUBLIC RECORDS OF ALACHUA COUNTY. FLORIDA. SAID POINT ALSO LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW 5TH AVENUE (RIGHT-OF-WAY WIDTH VARIES): THENCE NORTH 89°06'21" EAST. ALONG THE NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTH LINE OF LOTS 9, 11, AND 13 OF SAID BLOCK 7 OF UNIVERSITY HEIGHTS. A DISTANCE OF 136.42 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE. NORTH 89°06'21" EAST, ALONG THE SOUTH LINE OF LOTS 13 AND 15 OF SAID BLOCK 7 OF UNIVERSITY HEIGHTS, A DISTANCE OF 42.12 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°33'26" WEST, A DISTANCE OF 231.94 FEET: THENCE SOUTH 89°41'24" EAST, A DISTANCE OF 7.88 FEET; THENCE NORTH 00°18'36" EAST, A DISTANCE OF 13.11 FEET; THENCE NORTH 89°17'16" EAST, A DISTANCE OF 25.67 FEET; THENCE SOUTH 85°06'02" EAST, A DISTANCE OF 99.23 FEET; THENCE SOUTH 83°08'07" EAST, A DISTANCE OF 146.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SW 8TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE NORTH 01°53'33" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.20 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SW 4TH AVENUE (RIGHT-OF-WAY WIDTH VARIES); THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 3 (THREE) COURSES: (1) THENCE NORTH 83°11'43" WEST, A DISTANCE OF 145.84 FEET; (2) THENCE NORTH 85°07'47" WEST, A DISTANCE OF 99.59 FEET; (3) THENCE SOUTH 89°14'02" WEST, A DISTANCE OF 76.65 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE. SOUTH 00°46'01" EAST, A DISTANCE OF 249.96 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 12,145 SQUARE FEET, MORE OR LESS.

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

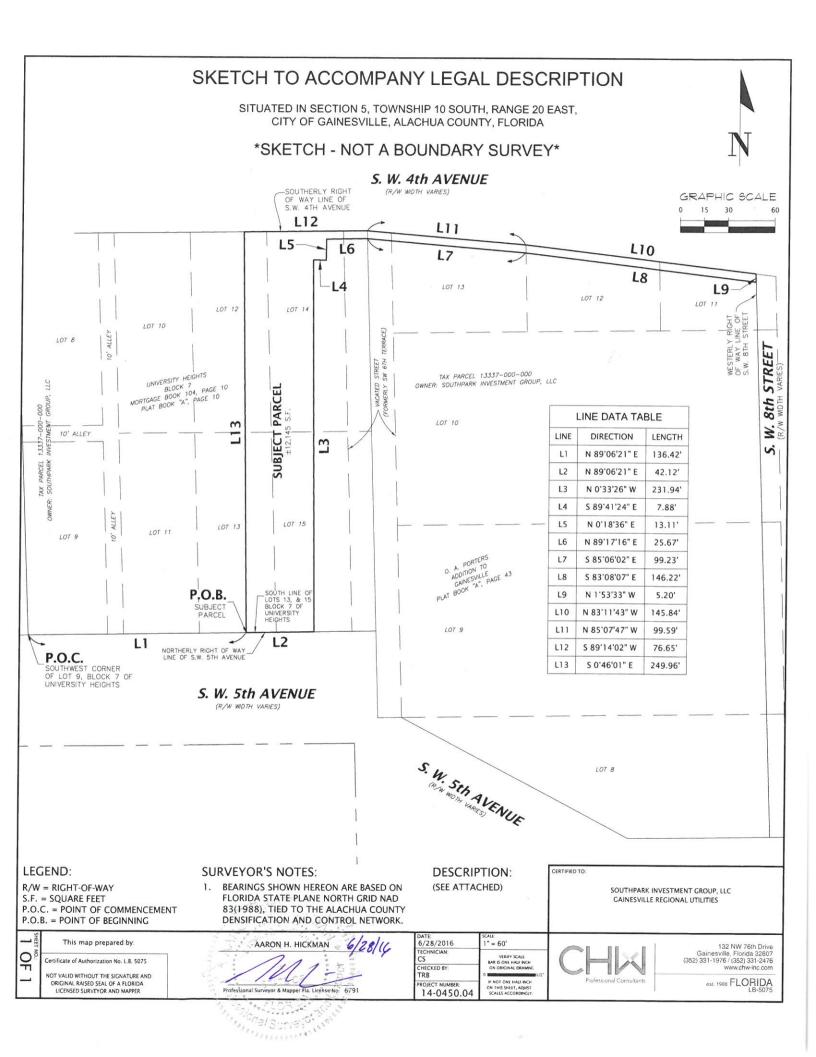


EXHIBIT D

CONSTRUCTION DRAWINGS FOR

STORM WATER PIPE

(Drawings and cover page consist of twelve (12) pages)

100% CONSTRUCTION PLANS FOR

9TH ST. URBAN WALKWAY AND INNOVATION SQUARE STORMWATER UPGRADE

GAINESVILLE, FLORIDA

SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST

SUBMITTED TO

CITY OF GAINESVILLE GAINESVILLE REGIONAL UTILITIES

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DEVELOPER

JOHN FLEMING
TRIMARK PROPERTIES
321 SW 13TH AVENUE
GAINESVILLE, FLORIDA 3260
ifleming@trimarkproperties.com

CIVIL ENGINEER ROBERT J. WALPOLE, P.E.

CAUSSEAUX, HEWETT, & WALPOLE, INC. 132 N.W. 76th DRIVE GAINESVILLE, FLORIDA 32607 (352) 331—1976 walpole@chw—inc.com

PUBLIC PARTNER

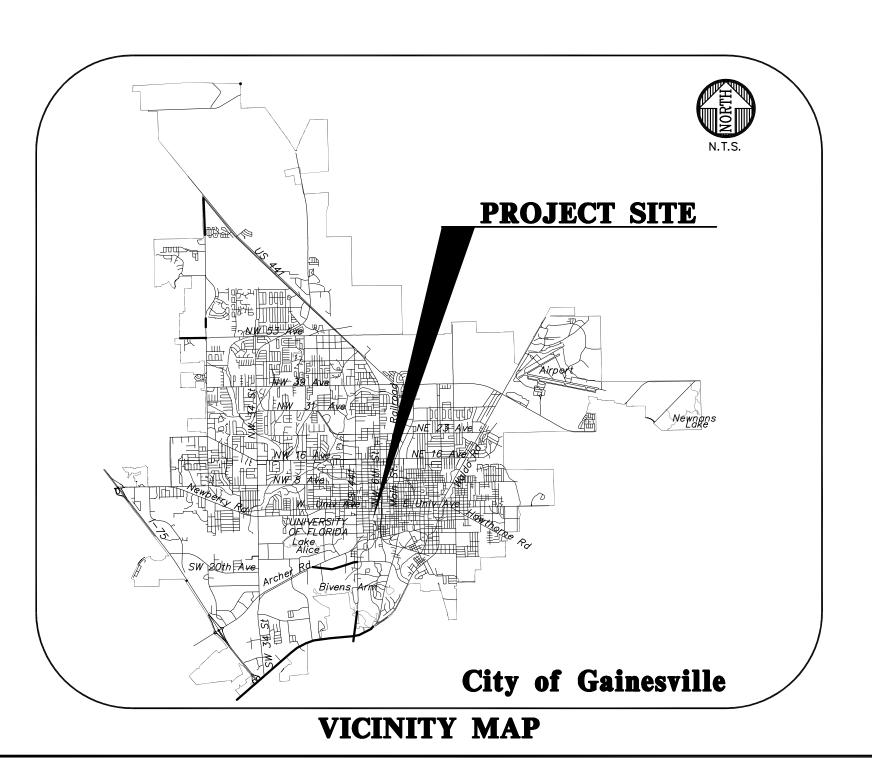
405 NW 39TH AVENUE GAINESVILLE, FLORIDA 32609 ANDREW ROBERTS, PE (352) 334-5070 robertsas@cityof gainesville.org

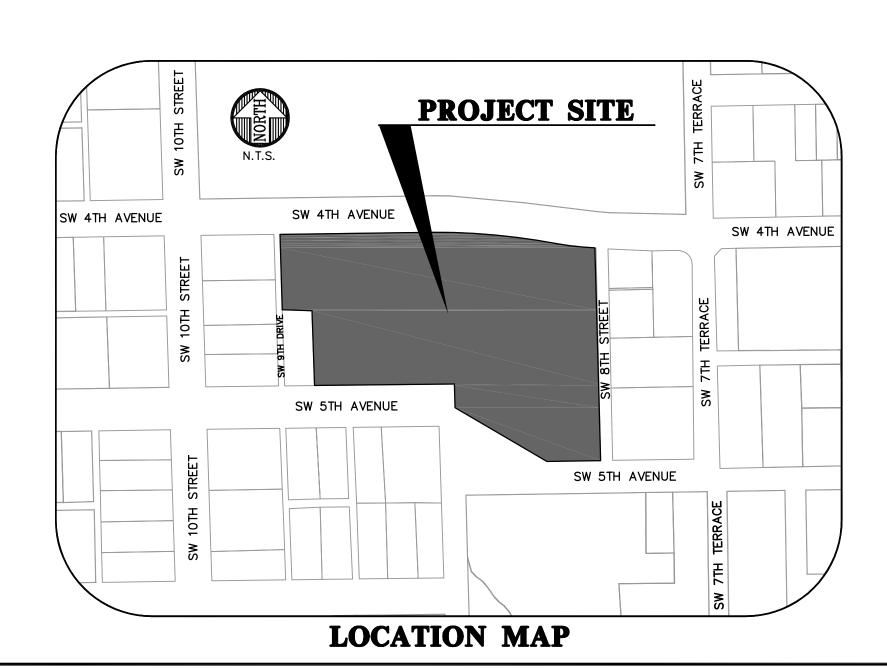
LANDSCAPE ARCHITECT

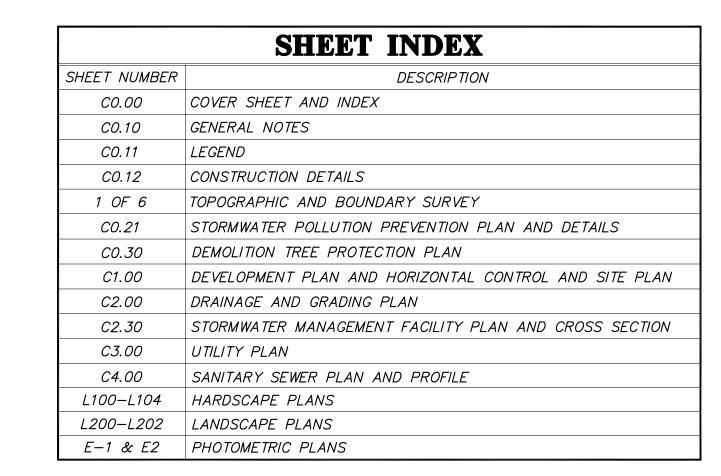
BUFORD DAVIS, ASLA BUFORD DAVIS & ASSOCIATES 2406 NW 43RD STREET GAINESVILLE, FLORIDA 32606 (352) 335-1896

PHOTOMETRIC CONSULTANT

RONALD J. NIX, P.E.
NIX ENGINEERING, INC.
2711 NW 6TH STREET SUITE B
GAINESVILLE, FLORIDA 32609
(352) 271-9900
rnix@nixengineering.com









CERTIFICATION

THE WATER & WASTEWATER SYSTEM DESIGN IS IN ACCORDANCE WITH CURRENT GRU DESIGN STANDARDS.

ROBERT J. WALPOLE FL PE No. 58206.

GAS AND ELECTRIC DESIGN PROVIDED BY GRU ENERGY DELIVERY.

Gainesville, Florida 326(352) 331-1976 / (352) 331-247 www.chw-inc.co

Professional Consultants

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWNG

IF NOT ONE INCH ON
THIS SHEET, ADJUST

OG PUBLIC WORKS DEPARTMENT 30% COG PUBLIC WORKS DEPARTMENT 90% COG PUBLIC WORKS DEPARTMENT 100%

TRIMARK PROPERTIES
12/2
F:9TH ST. URBAN WALKWAY AND INNOVATION SQUARE STORMWATER UPGRADE

FL PE No. 58206

GENERAL NOTES

1. THE BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON WERE TAKEN FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY CHW, INC. AND DATED AUGUST 28, 2015.

2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAS BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. THE RESPECTIVE UTILITY COMPANIES SHALL RELOCATE ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING THE RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE APPROPRIATE UTILITY COMPANIES IN ORDER TO ALLOW MARKING OF THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES IN ADVANCE OF CONSTRUCTION BY CALLING THE FLORIDA SUNSHINE STATE ONE—CALL CENTER, INC. AT 1—800—432—4770 OR 811. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" 48 HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ALL UTILITY LOCATIONS. NO CONSTRUCTION ACTIVITY MAY OCCUR UNTIL THE UTILITIES HAVE BEEN PROPERLY MARKED.

4. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL LOCATION AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF THE PROJECT ENVELOPE SHOWN PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL ALL UTILITY COMPANIES TO HAVE THE LOCATIONS OF ALL UTILITIES FIELD MARKED PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUING CONSTRUCTION.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.

6. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.

7. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK INCLUDING LANDSCAPING.

8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY AND/OR MUNICIPALITY INSTRUCTIONS.

9. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED, AND PERMITTED THROUGH LOCAL GOVERNMENTAL AGENCIES AND WATER MANAGEMENT DISTRICT PER CURRENT REGULATIONS AT THE SOLE COST OF THE CONTRACTOR.

11. CONTRACTOR TO REVIEW GEOTECHNICAL REPORT AND BORINGS PRIOR TO BIDDING THE PROJECT AND FOLLOW OUTLINED CONSTRUCTION TECHNIQUES.

12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SERVICES OF AN APPROVED TESTING LABORATORY AND/OR SOILS ENGINEER, APPLICABLE REGULATORY AGENCIES, AND AS MAY BE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS OR SPECIFICATIONS. CONTRACTOR TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE TESTING LABORATORY AND/OR SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

13. INSTALL SILT FENCE PRIOR TO SITE DEMOLITION OR NEW SITE CONSTRUCTION. INSTALL SILT FENCE PER FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL AND PROVIDE TOE—IN. THE CONTRACTOR SHALL MAINTAIN THE SILT FENCE IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE PROJECT SILT FENCE SHALL BE INSPECTED DAILY AND ANY CORRECTIVE MEASURES SHALL BE COMPLETED WITHIN 24 HOURS.

14. ALL TREE BARRICADES AND SILT FENCING SHALL BE INSTALLED AND INSPECTED BY ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT PRIOR TO COMMENCEMENT OF ANY DEMOLITION OR CONSTRUCTION ACTIVITIES.

15. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.

16. ALL DELETERIOUS MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED AND REMOVED FROM THE SITE. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE AREAS.

17. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS SHALL BE SODDED, SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL, AS DIRECTED BY THESE PLANS, IMMEDIATELY FOLLOWING CONSTRUCTION PER LOCAL INSPECTOR.

18. WORK BEING PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON THE SITE BY OTHER CONTRACTORS AND/OR UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.

19. ALL PAVEMENT DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

20. THE GOVERNING STANDARDS AND SPECIFICATIONS SHALL BE PER CITY OF GAINESVILLE PUBLIC WORKS CONSTRUCTION AND INSPECTION STANDARDS.

21. ALL NEW TRAFFIC CONTROL DEVICES (SIGNS AND PAVEMENT MARKINGS) SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARDS.

22. ALL STRIPING WITHIN THE FDOT RIGHT OF WAY SHALL BE PLACED FIRST AS TEMPORARY STRIPING FOLLOWED BY APPLICATION OF THERMOPLASTIC STRIPING 30 DAYS LATER.

23. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER BENCHMARKS ON—SITE. EXISTING BENCH MARKS SCHEDULED FOR REMOVAL SHALL BE RELOCATED AT CONTRACTORS EXPENSE AND RE—ESTABLISHED BY A LICENSED SURVEYOR.

24. ALL HANDICAP RAMPS SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE AND AMERICANS WITH DISABILITY'S ACT.

25. A PRE-CONSTRUCTION CONFERENCE SHALL BE REQUIRED. THE CONTRACTOR, ENGINEER OF RECORD, AND THE OWNER SHALL MEET

WITH THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO INITIATION OF SITE CONSTRUCTION.

26. ANY CHANGE ORDER REQUESTS, SITE REVISIONS, AND PAY REQUESTS MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD.

27. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING AS NEEDED THROUGHOUT ALL CONSTRUCTION ACTIVITIES COVERED BY THESE PLANS. DEWATERING SHALL BE DONE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, 2014 EDITION, SECTION 120.

28. THE CONTRACTOR IS RESPONSIBLE FOR THE PERFORMANCE AND COST OF ALL CLEARING AND GRUBBING AND ALL WORK OF REMOVAL, DISPOSAL, AND REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS WHERE SHOWN IN THE PLANS, OR ORDERED BY THE ENGINEER TO BE REMOVED, OR WHERE REQUIRED BECAUSE OF THE CONSTRUCTION OPERATIONS, IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS (THIS INCLUDES BUT IS NOT LIMITED TO PROPOSED PIPING, STRUCTURES, UTILITIES, PAVING, CURBING, ETC.).

29. AN AS-BUILT SURVEY MAY BE REQUIRED BY REGULATORY AGENCIES. CONTRACTOR TO COORDINATE WITH PROJECT OWNER FOR COMPLETION OF AS-BUILT SURVEYS PRIOR TO PROJECT / PERMIT CLOSE-OUT.

MAINTENANCE OF TRAFFIC (MOT) NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR CREATING A MAINTENANCE OF TRAFFIC (MOT) PLAN FOR CONSTRUCTION ACTIVITY THAT OCCURS WITHIN THE PUBLIC RIGHT—OF—WAY, INCLUDING BUT NOT LIMITED TO SIDEWALK WORK AND ACTIVITIES THAT REQUIRE A LANE (OR ROAD) CLOSURE, SUCH AS CONNECTION TO SEWER MANHOLES AND WATER MAINS. THE MOT PLAN MUST BE CREATED BY A REGISTERED PROFESSIONAL ENGINEER WHO IS CERTIFIED TO DO SO BY THE FDOT MOT CERTIFICATION TRAINING. THE MOT PLAN MUST ALSO BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS AND FDOT STANDARD SPECIFICATIONS REQUIREMENTS AND MUST BE REVIEWED AND APPROVED BY THE FDOT.

2. THE CONTRACTOR SHALL SUBMIT THE MOT TO THE APPROPRIATE REGULATORY AUTHORITY PRIOR TO WORK REQUIRING THE MOT FOR APPROVAL. NO WORK IN THE ROW SHALL OCCUR UNTIL THE MOT IS APPROVED.

DEMOLITION GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO DISPOSE OF ALL DEMOLITION MATERIALS IN A SAFE AND LAWFUL MANNER. THE CONTRACTOR SHALL SALVAGE TO THE OWNER ANY ITEM AS DETERMINED BY THE OWNER. ONCE DEMOLISHED, MATERIAL SHALL BE DISPOSED OF PROPERLY AND IMMEDIATELY.

2. REMOVE ALL IMPROVEMENTS DEFINED ON THE DEMOLITION PLAN. SALVAGE ITEMS TO OWNER AS DEFINED BY THE OWNER'S REPRESENTATIVE AND CONSTRUCTION DOCUMENT SPECIFICATIONS.

3. EXISTING PAVEMENT AND SIDEWALK EDGES THAT BORDER NEW CONSTRUCTION OR DEMOLITION ARE TO BE SAW-CUT TO PROVIDE A

4. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

5. ROOTS LARGER THAN 1 INCH IN DIAMETER ON TREES TO BE PRESERVED THAT ARE ENCOUNTERED DURING CONSTRUCTION MUST BE CUT CLEANLY AND COVERED OVER WITH SOIL BY THE END OF THE WORKING DAY.

6. ALL ASPHALT AND LIMEROCK WILL BE COMPLETELY REMOVED FROM AREAS THAT WILL BE LANDSCAPED. IN PARTICULAR, AREAS WHERE ASPHALT WILL BE REMOVED MUST HAVE THE TOP HARD SURFACE, LIMEROCK, AND COMPACTED SOIL REMOVED. REPLACEMENT SOIL SHALL BE CLEAN DEEP FILL OF PH 5.5 — 6.5. THE DEPTH OF UNCOMPACTED SOIL PRIOR TO PLANTING MUST BE AT LEAST 3 FEET TO ACCOMMODATE FUTURE TREE ROOT GROWTH. NO LIMEROCK, LARGE STONES, OR OTHER CONSTRUCTION DEBRIS CAN REMAIN IN AREAS TO

PAVING, GRADING, AND DRAINAGE GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON—SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

A. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF—SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL TO PREVENT OFF—SITE DISCHARGE OF SEDIMENTS. A SILT BARRIER SHALL SPECIFICALLY BE REQUIRED, CONSTRUCTED, AND MAINTAINED AS INDICATED ON THIS SHEET. TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON—SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. SOD SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL. SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING

NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO SITE EXCAVATION AND SHALL REMAIN IN PLACE UNTIL SITE VEGETATION AND LANDSCAPING IS COMPLETE.

B. ALL INLET STRUCTURES AND PIPE SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED BY THESE PLANS OR IN THE FDOT STANDARDS. IF SILTATION OCCURS, THE CONTRACTOR IS RESPONSIBLE TO REMOVE SILTATION AS PART OF THE BASE CONTRACT AT NO ADDITIONAL COST TO THE OWNER.

C. UNDERGROUND EXCAVATED STORMWATER FACILITIES SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION. THE FACILITIES SHALL BE INSTALLED TO THE DESIGN ELEVATIONS. AFTER THE CONTRIBUTING DRAINAGE AREA IS STABILIZED, EXCESS AND UNSUITABLE SOILS SHALL BE REMOVED FROM THE BASIN (REMOVE ALL ACCUMULATED SILTS, CLAYS, ORGANIC, AND DEBRIS).

D. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.

E. ALL SLOPES 1:3 OR STEEPER REQUIRE LAPPED OR PEGGED SOD.

F. EROSION, SEDIMENT AND TURBIDITY CONTROL ARE THE RESPONSIBILITY OF THE CONTRACTOR. THESE DELINEATED MEASURES ARE THE MINIMUM REQUIRED, WITH ADDITIONAL CONTROLS TO BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATION.

G. ALL SYNTHETIC BALES, SILT FENCE, AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE

2. THE CONTRACTOR SHALL MAINTAIN IN HIS POSSESSION A COPY OF THE WATER MANAGEMENT DISTRICT CONSTRUCTION PERMIT. HE SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL CONDITIONS CONTAINED IN THE PERMIT.

3. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.

4. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER AND OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.

5. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.

6. GENERAL CONTRACTOR TO CONTACT ENGINEER OF RECORD AND THE OWNER REPRESENTATIVE 48 HOURS IN ADVANCE PRIOR TO BACKFILLING TRENCHES FOR FIELD INSPECTION AND PRIOR TO LAYING ASPHALT FOR FIELD INSPECTION.

7. CONTRACTOR IS TO SUBMIT FDOT APPROVED ASPHALT DESIGN MIXES TO THE OWNER'S REPRESENTATIVE AND ENGINEER OF RECORD BEFORE ANY WORK IS TO COMMENCE ON PROJECT. THE MIXTURE AT THE PLANT OR ON THE ROAD SHALL NOT EXCEED 335 DEGREES. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AND PROVIDE TEMPERATURE READINGS PRIOR TO LAYING ASPHALT.

8. AS DETERMINED NECESSARY AND DIRECTED BY CITY OF GAINESVILLE PUBLIC WORKS DEPARTMENT OR ENGINEER OF RECORD, THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED LIMEROCK BASE, AND SHALL BACKFILL WITH FILL MATERIAL MEETING FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE FDOT INDEX NO. 500 AND 505.

9. PROVIDE LEVEL PLATFORM IN FRONT OF ALL EGRESS DOORS. THE FLOOR SURFACE ON BOTH SIDES OF A DOOR SHALL BE AT THE SAME ELEVATION. THE FLOOR SURFACE OR LANDING ON EACH SIDE OF THE DOOR SHALL EXTEND FROM THE DOOR IN THE CLOSED POSITION A DISTANCE EQUAL TO THE DOOR WIDTH AND SHALL COMPLY WITH SECTION 4.13.6 MANEUVERING CLEARANCES AT DOORS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

10. REFER TO FDOT INDEX 304 FOR CURB RAMP DESIGN.

11. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN AREAS DESIGNATED BY THE OWNER.

12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING RECORD DRAWINGS OR AS—BUILT SURVEY AS NOTED IN NOTE #28 UNDER SITE

13. ALL CONCRETE USED SHALL BE 2,500 PSI MINIMUM.

14. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES IN THE AREA OF REDEVELOPMENT SHALL BE PROTECTED AND TOPS ADJUSTED TO MATCH PROPOSED GRADES.

15. CONTRACTOR SHALL SAW CUT, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS ANY EXISTING PAVEMENT.

16. SOD SHALL BE PLACED AROUND ALL STRUCTURES AS DIRECTED BY THE FDOT INDEX NO. 281. ALL OTHER DISTURBED AREAS SHALL

BE SEEDED AND MULCHED.

17. ALL STORM SEWER CURB AND DITCH BOTTOM INLETS SHALL CONFORM TO THE APPLICABLE FDOT INDEX. ALL DRAINAGE STRUCTURES

WITH GRATES THAT ARE LOCATED IN GRASSED AREAS SHALL HAVE THE GRATE CHAINED TO THE STRUCTURE USING AN EYE BOLT AND CHAIN.

18. ALL CONCRETE STRUCTURES SHALL HAVE ALL EXPOSED EDGES CHAMFERED 3/4" AND CLASS I SURFACE FINISH.

19. ALL HDPE FITTINGS AND CONNECTORS SHALL BE SOIL TIGHT. SEE SPECIFICATIONS FOR MORE INFORMATION.

20. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY, UNLESS DIRECTED OTHERWISE BY THE ENGINEER OR RECORD.

21. ALL RCP PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 430.

GRU UTILITY NOTES

1. NO OTHER UTILITY PERMITS ARE REQUIRED.

2. THE UTILITY PLAN AND PLAT SHOWS ALL PUBLIC UTILITY EASEMENTS (PUE'S) IN A METES AND BOUNDS FORMAT. UPON GRU'S APPROVAL OF PLANS FOR DEVELOPMENTS NOT BEING PLATTED, OWNER MAY CHOOSE TO GRANT THE METES AND BOUNDS EASEMENTS AS SHOWN, OR A BLANKET EASEMENT OVER THE ENTIRE PROPERTY, PROVIDED FACILITIES ARE INSTALLED WITHIN THE PRESCRIBED DISTANCES AS SHOWN ON THE UTILITY PLANS AND IN ACCORDANCE WITH THE UTILITY SEPARATION REQUIREMENTS TABLE IN APPENDIX C OF THE GRU W/WW/RCW DESIGN STANDARDS.

3. ALL CONSTRUCTION MATERIALS AND METHODS FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS SHALL CONFORM TO GRU'S MOST RECENT POTABLE WATER, WASTEWATER, & RECLAIMED WATER SYSTEM DESIGN STANDARDS AND APPROVED MATERIALS MANUAL

4. POTABLE WATER AND WASTEWATER MAINS SHALL MAINTAIN A MINIMUM 10 FEET HORIZONTAL AND 1.5 FOOT VERTICAL SEPARATION.

5. A MINIMUM HORIZONTAL SEPARATION OF 10 FEET FOR POTABLE WATER MAINS, WASTEWATER FORCE MAINS, AND RECLAIMED WATER MAINS, AND 15 FEET FOR GRAVITY WASTEWATER MAINS SHALL BE PROVIDED AND MAINTAINED FROM BUILDINGS, TRANSFORMERS, AND ALL PERMANENT STRUCTURES. SERVICE LATERALS REQUIRE 5 FEET LESS CLEARANCE FOR EACH OF THE UTILITIES; NOTE THAT WATER SERVICE LATERALS SHALL BE INSTALLED WITHIN 3" SLEEVES. (SEE APPENDIX C OF GRU'S DESIGN STANDARDS AND CONSTRUCTION DETAILS FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER — HORIZONTAL SEPARATION DISTANCES FOR PARALLEL AND PERPENDICULAR CLEARANCE FROM OTHER OBJECTS TABLE.)

6. POTABLE WATER SERVICES, REQUIRING A SEPARATE WATER METER, SHALL BE PROVIDED TO EACH LOT, BUILDING OR PARCEL. EFFECTIVE OCTOBER 1, 2007, FOR COMMERCIAL, MULTIFAMILY, AND INSTITUTIONAL DEVELOPMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING POTABLE WATER SERVICES AND YOKE ASSEMBLY PACKAGE UP TO AND INCLUDING THE METER YOKE, BOX (INSTALLED AT FINAL GRADE) AND ASSOCIATED APPURTENANCES, FOR METERS 1" AND SMALLER (SEE GRU W/WW/RCW CONSTRUCTION DETAIL W — 8.0), WITH A ONE—YEAR WARRANTY.

7. 2" VALVES LOCATED IN PAVED AREAS, INCLUDING SIDEWALKS, SHALL BE GRU APPROVED CAST IRON, RESILIENT SEAT GATE VALVES WITH STANDARD 2" OPERATING NUT, THREADED WITH BRASS NIPPLE BETWEEN THE VALVES AND TAPPING SADDLE OR TAPPED TEE.

8. WATER MAINS 4" IN DIAMETER AND GREATER, PLACED UNDER ROADWAYS, SHALL BE CEMENT LINED DUCTILE IRON PIPE (CLDIP)
EXTENDING 5 FEET PAST THE BACK OF CURB (3 FEET WITHIN CITY OF GAINESVILLE LIMITS). TRACER WIRE INSTALLED ON PVC WATER
MAINS SHALL CONTINUE ACROSS THE CLDIP SECTIONS.

9. 1" OR 2" WATER SERVICE CROSSINGS LOCATED UNDER ROADWAYS SHALL BE ENCASED IN 3" SCH 40 PVC EXTENDING 5' PAST THE BACK OF CURB (3 FEET INSIDE CITY OF GAINESVILLE LIMITS).

10. ANCHORING TEES, COUPLINGS, AND BENDS SHALL BE USED ON ALL FIRE HYDRANT ASSEMBLIES.

11. ALL PRESSURIZED MAIN FITTINGS SHALL BE MECHANICAL JOINT WITH RESTRAINED JOINT GLANDS; A SUFFICIENT LENGTH OF THE PIPE CONNECTED TO THE FITTINGS SHALL BE MECHANICALLY RESTRAINED TO PROVIDE REACTION AS SPECIFIED ON THE RESTRAINED JOINT STANDARD IN THE CONSTRUCTION DETAILS OF THE GRU STANDARDS (W — 2.8 & 2.9, RCW — 2.8 & 2.9, AND WW — 2.4 & 2.5). CALCULATIONS FOR REQUIRED RESTRAINT LENGTH MUST BE PROVIDED IF THE SPECIFIED RESTRAINT LENGTH, DUE TO SOIL TYPE OR DEPTH OF COVER, DIFFERS FROM THOSE PROVIDED ON THESE DETAILS.

12. ALL SANITARY WASTEWATER SERVICE LATERALS SHALL BE MIN. 4" DIAMETER PVC (SDR 35) AT 1.00% MIN. SLOPE UNLESS OTHERWISE LABELED.

13. WASTEWATER CLEANOUT COVERS LOCATED WITHIN PAVEMENT AND SIDEWALKS ADJACENT TO PAVED AREAS SHALL BE RATED FOR TRAFFIC LOAD BEARING. WASTEWATER CLEANOUT COVERS IN OTHER SIDEWALKS/WALKWAYS SHALL BE BRASS WITH A SQUARE RECESS.

14. MANHOLES WHICH ARE NOT INSTALLED UNDER PAVEMENT SHALL HAVE A RIM ELEVATION AT LEAST 6" ABOVE FINISHED GRADE, AND A 10:1 SLOPE TO FINISHED GRADE.

15. UNLESS OTHERWISE NOTED ON THE PLANS, THE FINISHED FLOOR ELEVATIONS OF BUILDINGS SHALL BE A MINIMUM OF 6" ABOVE THE LOWEST UPSTREAM MANHOLE TOP. IF THIS IS INFEASIBLE, A WASTEWATER SERVICE LATERAL BACKWATER VALVE (BWV) IS REQUIRED ON THE CUSTOMER SIDE OF THE CLEANOUT.

16. WHEN A POTABLE OR RECLAIMED WATER MAIN, OR A WASTEWATER FORCE MAIN IS ROUTED WITHIN 10 FT. OF AN ELECTRIC TRANSFORMER, A 20 FT. LENGTH OF DIP SHALL BE CENTERED ON THE TRANSFORMER WITH MECHANICAL RESTRAINT AT EACH END. NO FITTINGS OR VALVES SHALL OCCUR WITHIN 10 FT. OF THE NEAREST EDGE OF THE TRANSFORMER. A MINIMUM CLEARANCE OF 3' SHALL BE MAINTAINED BETWEEN THE MAIN AND THE TRANSFORMER.

ELECTRIC SERVICE GENERAL NOTES

1. ALL ELECTRICAL UTILITIES AND INFORMATION SHOWN ON THE CIVIL PLANS ARE FOR LOCATION AND COORDINATION PURPOSES ONLY. REFER TO ELECTRICAL PLANS BY OTHERS FOR THE ELECTRICAL DESIGN AND DETAILS.

2. ELECTRIC DESIGN PROVIDED BY GRU ENERGY DELIVERY.

FDOT GENERAL NOTES

1. ALL WORK PERFORMED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SHALL CONFORM TO THE FOLLOWING:

A. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2014 ENGLISH).

B. FDOT DESIGN STANDARDS INDEX (2015 ENGLISH)
C. FDOT PLANS PREP MANUAL (REVISED JANUARY 2014)

D. FDOT FLEXIBLE PAVEMENT DÈSIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION

SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS THE ENGINEER/ PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAT THE DEPARTMENT'S MINIMUM STANDARD BE ALLOWED.

2. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.

3. REMOVAL OF EXISTING STRIPING SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD.

4. ALL CURB AND GUTTER AND SIDEWALK WILL BE REMOVED AND REPLACED JOINT TO JOINT.

5. ALL DISTURBED AREA WITH THE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY WILL RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED (BERMUDA IN RURAL, CENTIPEDE IN UTILITY STRIPS).

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Professional Consultants

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING
0
IF NOT ONE INCH ON

SUBMITTALS:
9/10/15 - COG PUBLIC WORKS DEPARTMENT 30%
12/23/15 - COG PUBLIC WORKS DEPARTMENT 90%
05/10/16 - COG PUBLIC WORKS DEPARTMENT 100%

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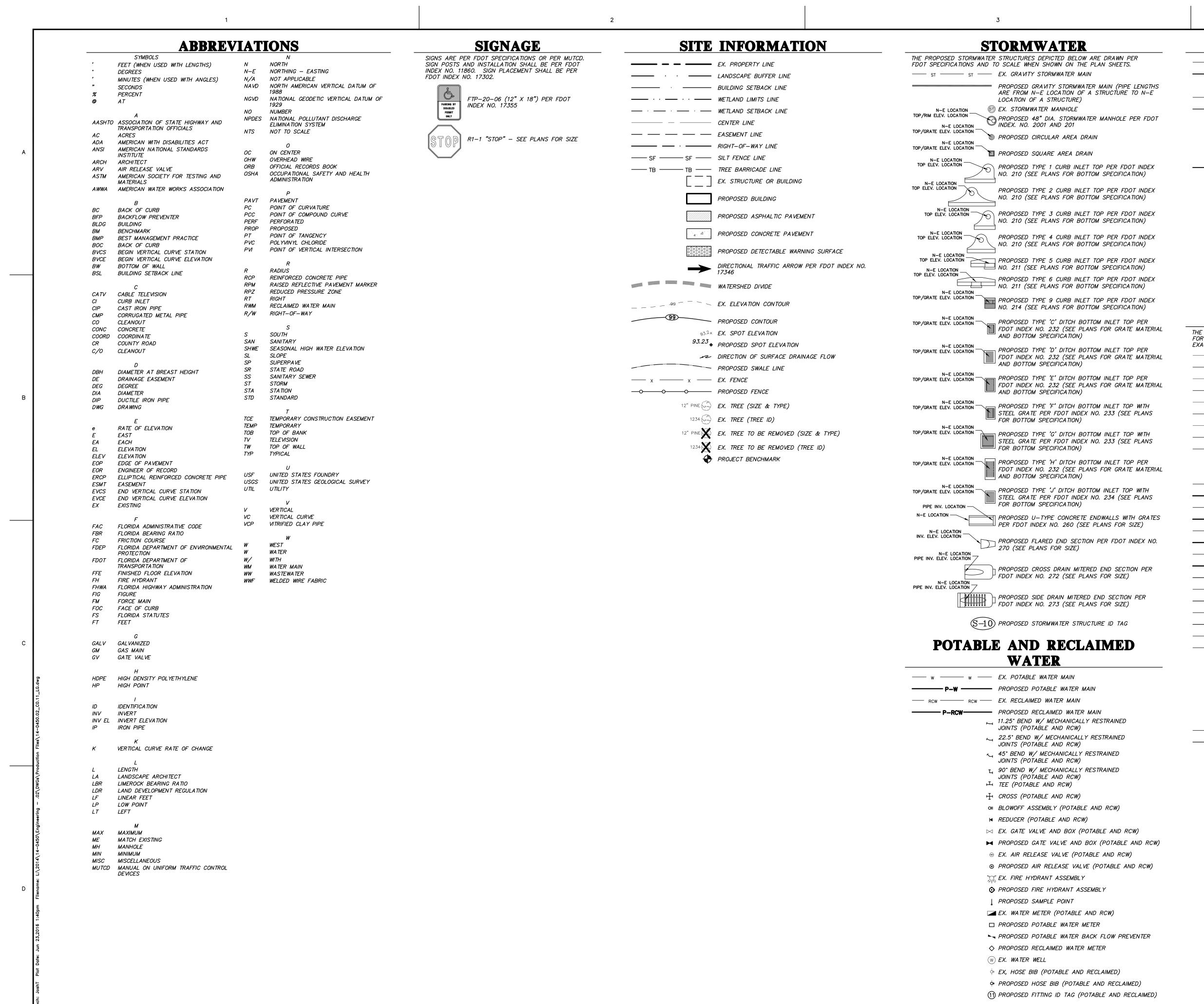
STORMWATER UPGRAD

STORMWATER UPGRAD

STORMWATER UPGRAD

ROBERT J. WALPOL

FL PE No. 58206
SHEET NO.:



---- WW ----- WW ---- EX. GRAVITY WASTEWATER MAIN ARE FROM N-E LOCATION OF A STRUCTURE TO N-E 132 l Gainesville, 331-197**6** / (LOCATION OF A STRUCTURE) ---- FM ----- FM ---- EX. WASTEWATER FORCE MAIN P-FM PROPOSED WASTEWATER FORCE MAIN S EX. WASTEWATER MANHOLE PROPOSED WASTEWATER MANHOLE [⊗] EX. WASTEWATER CLEANOUT • PROPOSED WASTEWATER CLEANOUT PROPOSED WASTEWATER GREASE TRAP MH# PROPOSED WASTEWATER MANHOLE ID 11.25° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN) 22.5° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN) 45° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN) L 90° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN) ∠ WYE W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN) ⋈ EX. PLUG VALVE AND BOX (WW FORCE MAIN) ▶ PROPOSED PLUG VALVE AND BOX (WW FORCE MAIN) ⊕ EX. AIR RELEASE VALVE (WW FORCE MAIN) **MISCELLANEOUS UTILITIES** THE PROPOSED UTILITIES BELOW ARE DESIGN BY OTHERS AND ARE DEPICTED FOR COORDINATION PURPOSES ONLY. REFER TO PLANS BY OTHERS FOR EXACT LOCATIONS, DIMENSION, AND DETAILS. P-ATT PATT PROPOSED AT&T LINE —— BC —— BC —— EX. BURIED CABLE LINE P-BC PROPOSED BURIED CABLE LINE ----- BTEL ----- EX. BURIED TELEPHONE LINE P-TEL PROPOSED TELEPHONE LINE ----- CATV ----- EX. CABLE TELEVISION LINE P-TV PROPOSED CABLE/TELEVISION LINE — FO — FO — EX. FIBER OPTIC LINE ----- UGTEL ----- EX. UNDERGROUND TELEPHONE LINE te EX. TELEPHONE PEDESTAL ₩ EX. TELEVISION/CABLE PEDESTAL --- CHW --- CHW --- EX. CHILLED WATER MAIN PROPOSED CHILLED WATER MAIN FIRE EX. FIRE MAIN P-FIRE PROPOSED FIRE MAIN --- IRR ---- IRR --- EX. IRRIGATION LINE P-IRR PROPOSED IRRIGATION LINE STEAM EX. STEAM LINE P-STEAM PROPOSED STEAM LINE P-CLAY ----- PROPOSED CLAY ELECTRIC LINE — E — EX. ELECTRIC LINE P-E PROPOSED ELECTRIC LINE —— EN —— EN EX. ENERGY LINE P-LIGHT-PROPOSED PRIVATE LIGHTING LINE — OHW — OHW — EX. OVERHEAD WIRE LINE --- UGE --- UGE --- EX. UNDERGROUND ELECTRIC LINE 🌣 EX. LIGHT EX. UTILITY POLE © EX. UTILITY POLE © EX. WOOD POWER POLE \longrightarrow EX. GUY ANCHOR T PROPOSED TRANSFORMER — GAS — GAS — EX. GAS LINE P-GAS PROPOSED GAS LINE © EX. GAS MARKER © EX. GAS MARKER ROBERT J. WALPOLI 1. THIS LEGEND IS ALL INCLUSIVE AND MAY INCLUDE ITEMS NOT A PART OF THIS PLAN SET. 2. SYMBOLS SHOWN ON THIS SHEET ARE FOR ILLUSTRATIVE FL PE No. 58206 PURPOSES ONLY. UNLESS NOTED OTHERWISE, SYMBOLS IN

THESE PLANS MAY NOT BE REPRESENTATIVE OF SIZE.

WASTEWATER

2 NW 76th Drive 9, Florida 32607 7 (352) 331-2476 ww.chw-inc.com FLORIDA CA-5075

1. SAWCUT CONTROL JOINTS SHALL BE CONSTRUCTED 5 FEET ON CENTER

2. EXPANSION JOINTS WITH PREFORMED JOINT FILLER SHALL BE CONSTRUCTED BETWEEN ALL FIXED OBJECTS AND WALK AND AT CONSTRUCTION JOINTS.

ADJACENT TO PAVEMENT

NOT ADJACENT TO PAVEMENT

MUTCD R1-1 (30"x30") STOP SIGN DETAIL

FINISHED GRADE

10" SERIES_

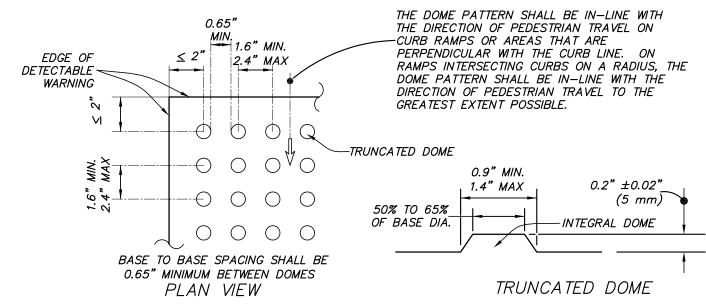
'C' LETTERS

REFLECTIVE WHITE

REFLECTIVE

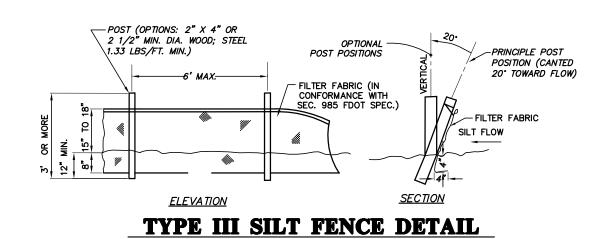
BORDER AND LETTERS

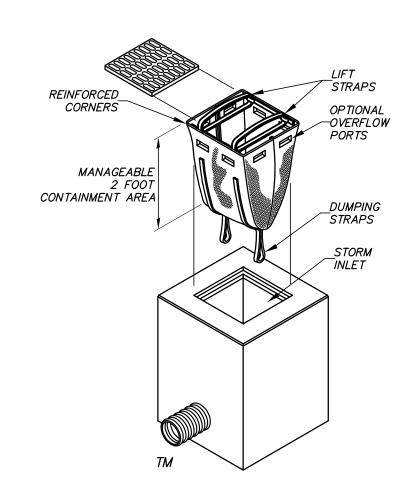
CONCRETE SIDEWALK DETAILS



DETECTABLE WARNING DETAIL

- 1. PROVIDE DETECTABLE WARNINGS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) SECTION 705-DETECTABLE WARNINGS ON WALKING SURFACES AND THE 2014 FLORIDA BUILDING CÒDE, ACCESSIBILITY, CHAPTER 7, SECTION 705.
- 2. RAISED TRUNCATED DOMES SHALL HAVE A BASE DIAMETER FROM 0.9" MIN TO 1.4" MAX, A TOP DIAMETER FROM 50% TO 65% OF BASE DIAMETER, A HEIGHT OF 0.2 INCH (5 mm) NOMINAL, CENTER-TO-CENTER SPACING FROM 1.6" MIN TO 2.4" MAX, AND BASE-TO-BASE SPACING OF 0.65% MINIMUM, MEASURED BETWEEN THE MOST ADJACENT DOMES ON A SQUARE GRID.
- 3. SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK, OR
- 4. ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES.
- 5. IF MATS ARE TO BE UTILIZED: A - DETECTABLE WARNING SURFACE SHALL CONSIST OF 3-FT WIDE, SURFACE APPLIED, POLYURETHANE MAT WITH IN-LINE TRUNCATED DOME PATTERN. B - DETECTABLE WARNING SURFACE SHALL BE SECURED BY ADHESIVE AND STAINLESS STEEL ANCHORS. C — ACCEPTABLE PRODUCTS ARE THE SURFACE APPLIED REDIMAT MANUFACTURED BY DETECTABLE WARNING SYSTEMS, INC. OR EQUAL LISTED ON THE FDOT QUALIFIED PRODUCTS LIST IN ACCORDANCE WITH
- SECTION 527-2.4 OF THE FDOT STANDARD SPECIFICATIONS. D - PRIOR TO INSTALLING DETECTABLE WARNING MAT, SCRUB THE SURFACE WITH A WIRE BRISTLE BRUSH.
 THE EXISTING CONCRETE SURFACE SHALL BE CLEANED OF ANY LOOSE MATERIAL, DUST, OILS, GREASE,
- E ALL INSTALLATIONS SHALL BE MADE IN ACCORDANCE WITH THE DETECTABLE WARNING MAT MANUFACTURER'S SPECIFICATIONS.
- 6. IF INTERLOCKING PAVERS ARE TO BE UTILIZED: A - DETECTABLE WARNING SURFACE FOR THE RAMPS SHALL CONSIST OF INTERLOCKING 4" X 8" ADA DETECTABLE WARNING SURFACE PAVERS HAVING A MINIMUM DEPTH OF 2". CONCRETE PAVERS ARE TO MEET ASTM C902 CLASS SX TYPE 1; AND BRICK PAVERS ARE TO MEET ASTM C55, GRADE N, SOLID BRICK COLOR TO MEET ADA CONTRAST REQUIREMENTS.
- B ALL UNITS SHALL BE SOUND AND FREE OF DEFECTS THAT WOULD INTERFERE WITH THE APPEARANCE OF PROPER PLACEMENT OF THE UNIT OR IMPAIR THE STRENGTH OR LONGEVITY OF THE FINAL STRUCTURE. ANY UNITS THAT ARE STRUCTURALLY DAMAGED DURING THE WORK SHALL BE IMMEDIATELY REMOVED AND REPLACED. THE PAVERS ARE TO BE LAID IN A TWO BY TWO BASKETWEAVE PATTERN, FLUSH WITH THE FINISH GRADE OF THE RAMP SURFACE, AND HAVE GAPS BETWEEN 1/16 AND 1/8 INCH. CUT PAVERS (MASONRY SAW ONLY) SHALL BE NO SMALLER THAN ONE-THIRD OF A WHOLE PAVER.
- C MODIFY FORMWORK OR PROVIDE FORMED GROUT INFILL BEHIND CURVED DROP CURB SECTIONS TO ENSURE STRAIGHT EDGE RESTRAINT FOR PAVERS.
- D CONCRETE EDGE RESTRAINT FOR WARNING AREA. MAXIMUM GAP OF 1/8" BETWEEN PAVERS AND EDGE. USE 1/4" RADIUS ALONG CONCRETE EDGES.
- E WHEN PAVERS ABUT EITHER EARTH/DIRT OR PAVEMENT, A SIX INCH CONCRETE BAND SHALL BE INSTALLED. BAND SHALL BE WITHIN LIMITS OF THE WIDTH OF PROPOSED CONCRETE AND NOT EXTENDED AN ADDITIONAL SIX INCHES..
- 7. OTHER METHODS/MATERIALS MAY BE USED FOR THE DETECTABLE WARNING STRIP, BUT THEY MUST MEET THE ABOVE CRITERIA.
- 8. ALL MATERIALS/METHODS TO BE UTILIZED SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER PRIOR TO ORDERING THE MATERIALS/METHODS. FAILURE TO OBTAIN APPROVAL BEFORE ORDERING OR INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM,
- 9. IF FDOT CURB RAMPS ARE SPECIFIED, REFER TO THE FDOT INDEX NO. 304 FOR SPECIFICATIONS CONCERNING THE APPLICABLE DETECTABLE WARNING STRIP TO BE USED WITH FDOT SPECIFIED RAMPS.

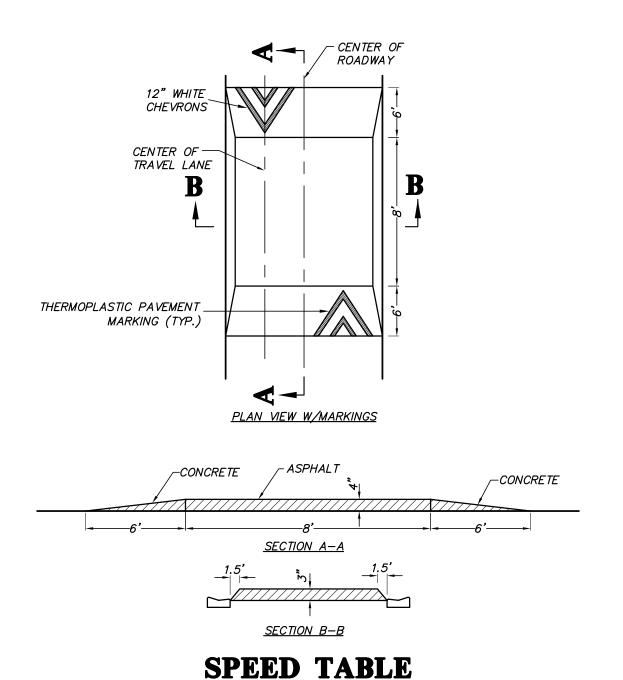


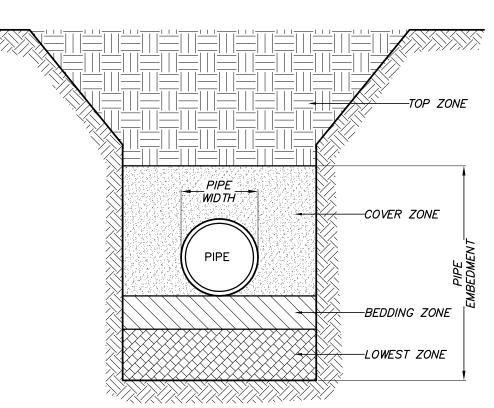


INSTALLATION: REMOVE THE GRATE FROM INLET. IF USING OPTIONAL OIL ABSORBENTS; PLACE ABSORBENT PILLOW IN UNIT STAND THE GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO THE DANDY SACK SO THAT THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET. MAINTENANCE:

REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF UNIT AFTER EACH STORM EVENT. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE DANDY SACK. IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED. TO EMPTY UNIT, LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL OIL ABSORBENTS; REPLACE ABSORBENT WHEN NEAR SATURATION.

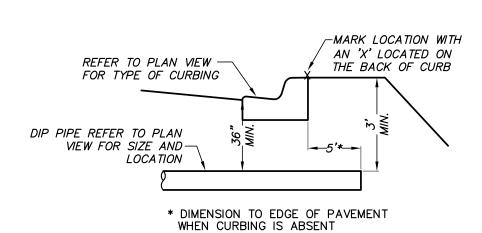
DANDY SACK DETAIL



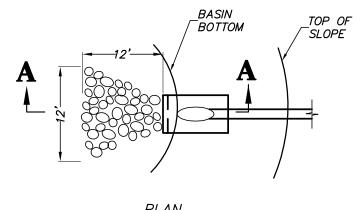


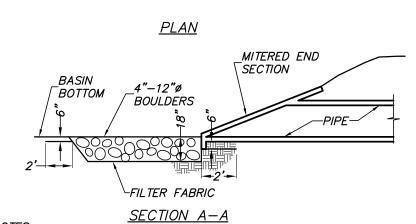
- 1. STORM PIPE BEDDING AND BACKFILL SHALL BE PER FDOT SPECIFCIATION 125-8 AND 125-9.
- 2. SOIL/MATERIAL TYPES ARE AS DETERMINED PER AASHTO M145 SOIL CLASSIFICATIONS AND ASTM
- 3. DO NOT ALLOW HEAVY CONSTRUCTION EQUIPMENT TO CROSS OVER CULVERT OR STORM SEWER PIPES UNTIL PLACING AND COMPACTING BACKFILL MATERIAL TO THE FINISHED EARTHWORK GRADE OR TO AN ELEVATION AT LEAST FOUR (4) FEET ABOVE THE CROWN OF THE PIPE.
- 4. THE LOWEST ZONE IS BACKFILLED FOR DEEP UNDERCUTS UP TO WITHIN FOUR (4) INCHES OF THE BOTTOM OF THE PIPE. BACKFILL IN THIS ZONE SHALL BE COARSE SAND, OR OTHER SUITABLE GRANULAR MATERIAL, OBTAINED FROM THE GRADING OPERATIONS ON THE PROJECT, OR A COMMERCIAL MATERIAL (AS APPROVED BE THE ENGINEER OF RECORD) IF NO SUITABLE MATERIAL IS AVAILABLE. COMPACT THE SOIL TO APPROXIMATELY MATCH THE DENSITY OF THE SOIL IN WHICH THE TRENCH WAS CUT.
- 5. THE BEDDING ZONE IS ABOVE THE LOWEST ZONE AND USUALLY WILL BE THE BACKFILL WHICH IS THE FOUR (4) INCHES OF SOIL BELOW THE BOTTOM OF THE PIPE. WHEN ROCK OR OTHER HARD MATERIAL HAS BEEN REMOVED TO PLACE THE PIPE, THE BEDDING ZONE WILL BE THE TWELVE (12) INCHES OF SOIL BELOW THE BOTTOM OF THE PIPE. THE BACKFILL MATERIAL TO BE USED SHALL BE CLASSIFIED AS A-1, A-2, OR A-3. MATERIAL CLASSIFIED AS A-4 MAY BE USED IF THE PIPE IS CONCRETE PIPE. PLACE MATERIAL IN LIFTS NO GREATER THAN SIX (6) INCHES (COMPACTED THICKNESS).
- 6. THE COVER ZONE IS BACKFILL THAT IS PLACED AFTER THE PIPE HAS BEEN LAID AND EXTENDS TWELVE (12) INCHES ABOVE THE TOP OF THE PIPE. HE BACKFILL MATERIAL TO BE USED SHALL BE CLASSIFIED AS A-1, A-2, OR A-3. MATERIAL CLASSIFIED AS A-4 MAY BE USED IF THE PIPE IS CONCRETE PIPE. PLACE MATERIAL IN LIFTS NO GREATER THAN SIX (6) INCHES (COMPACTED THICKNESS), EVENLY DEPOSITED ON BOTH SIDES OF THE PIPE AND COMPACT WITH MECHANICAL TAMPERS SUITABLE FOR THIS PURPOSE. HAND TAMP MATERIAL BELOW THE PIPE HAUNCH THAT CANNOT BE REACHED BY MECHANICAL TAMPERS.
- 7. THE TOP ZONE EXTENDS FROM TWELVE (12) INCHES ABOVE THE TOP OF THE PIPE TO THE BASE OR FINAL GRADE. BACKFILL WITH MATERIÁLS ALLOWED PER FDOT INDEX NO. 505. PLACE MATERIAL IN LAYERS NOT TO EXCEED TWELVE (12) INCHES IN COMPACTED THICKNESS.
- 8. MINIMUM ACCEPTABLE COMPACTION FOR THE BEDDING, COVER, AND TOP ZONES IS 100% OF THE STANDARD PROCTOR MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99, METHOD C. FOR METAL OR PLASTIC PIPE, COMPACT THE BACKFILL TO A DENSITY OF AT LEAST 95% OF THE STANDARD PROCTOR AS DETERMINED BY AASHTO T-99, METHOD C.
- 9. WHEN INSTALLING HDPE PIPE, BEDDING, BACKFILL, AND GENERAL INSTALLATION REQUIREMENTS SHALL COMPLY WITH ASTM D2321.

STORM PIPE BEDDING AND **BACKFILLING DETAIL**



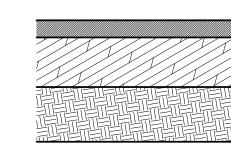
SLEEVE CROSSING DETAIL





- 1. ANCHOR FILTER FABRIC BY EXTENDING BEYOND RIPRAP AND
- BACKFILLING AS SHOWN ON DETAIL. 2. RIPRAP SHALL NOT EXTEND ONTO SIDE SLOPES.
- 3. ADJUST SHAPE OF APRON WHERE REQUIRED TO MATCH TOE OF
- 4. BROKEN SLOPE IS NOT ACCEPTABLE.

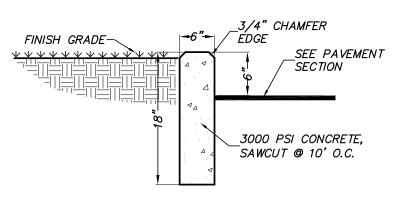
RIP-RAP EROSION PROTECTION



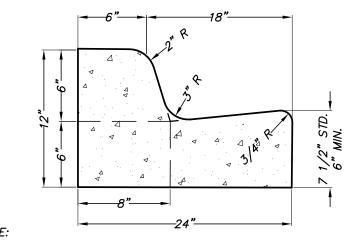
1.5" TYPE SP-12.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE COMPACTION (98%) AASHTO T-180 12" STABILIZED TYPE B SUBGRADE MIN. LBR 40 COMPACTION 98%

AASHTO T-180

STANDARD DUTY ASPHALT **PAVEMENT DETAIL**

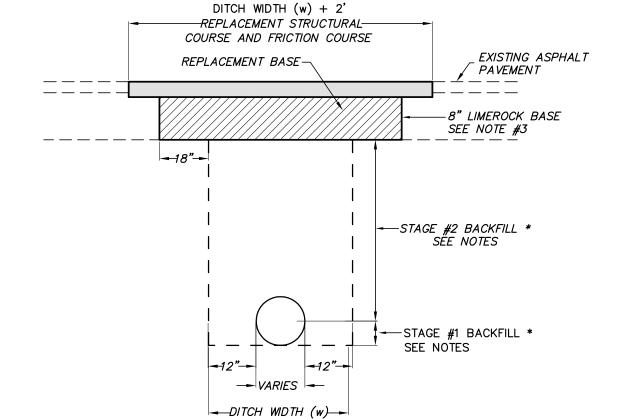


TYPICAL 6" CURB DETAIL



WHEN USED ON THE HIGH SIDE OF ROADWAY, THE CROSS-SLOPE OF THE GUTTER SHALL MATCH THE CROSS-SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6".

TYPE 'F' CONCRETE CURB AND GUTTER DETAIL



IN STAGE #1, CONSTRUCT COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF

2. IN STAGE #2, CONSTRUCT COMPACTED FILL ALONG THE SIDES OF THE PIPE AND UP TO THE BOTTOM OF THE BASE, WITH THE UPPER 12" RECEIVING TYPE B STABILIZATION. IN LIEU OF TYPE B STABILIZATION, THE CONTRACTOR MAY CONSTRUCT USING OPTIONAL BASE GROUP 3.

NEW 8" LIMEROCK BASE SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAX DENSITY AS SPECIFIED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION 200-7.2. THE WIDTH OF THE LIMEROCK BASE SHALL BE THE WIDTH OF THE PIPE TRENCH PLUS 18" ON BOTH SIDES SEE DETAIL. UNLESS OTHERWISE SPECIFIED, MATERIALS AND METHODS OF OPERATION REQUIRED TO INSTALL NEW AND

REPLACEMENT PAVEMENT SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. 5. PAVEMENT SHALL BE REMOVED TO NEATLY SAWED STRAIGHT EDGES.

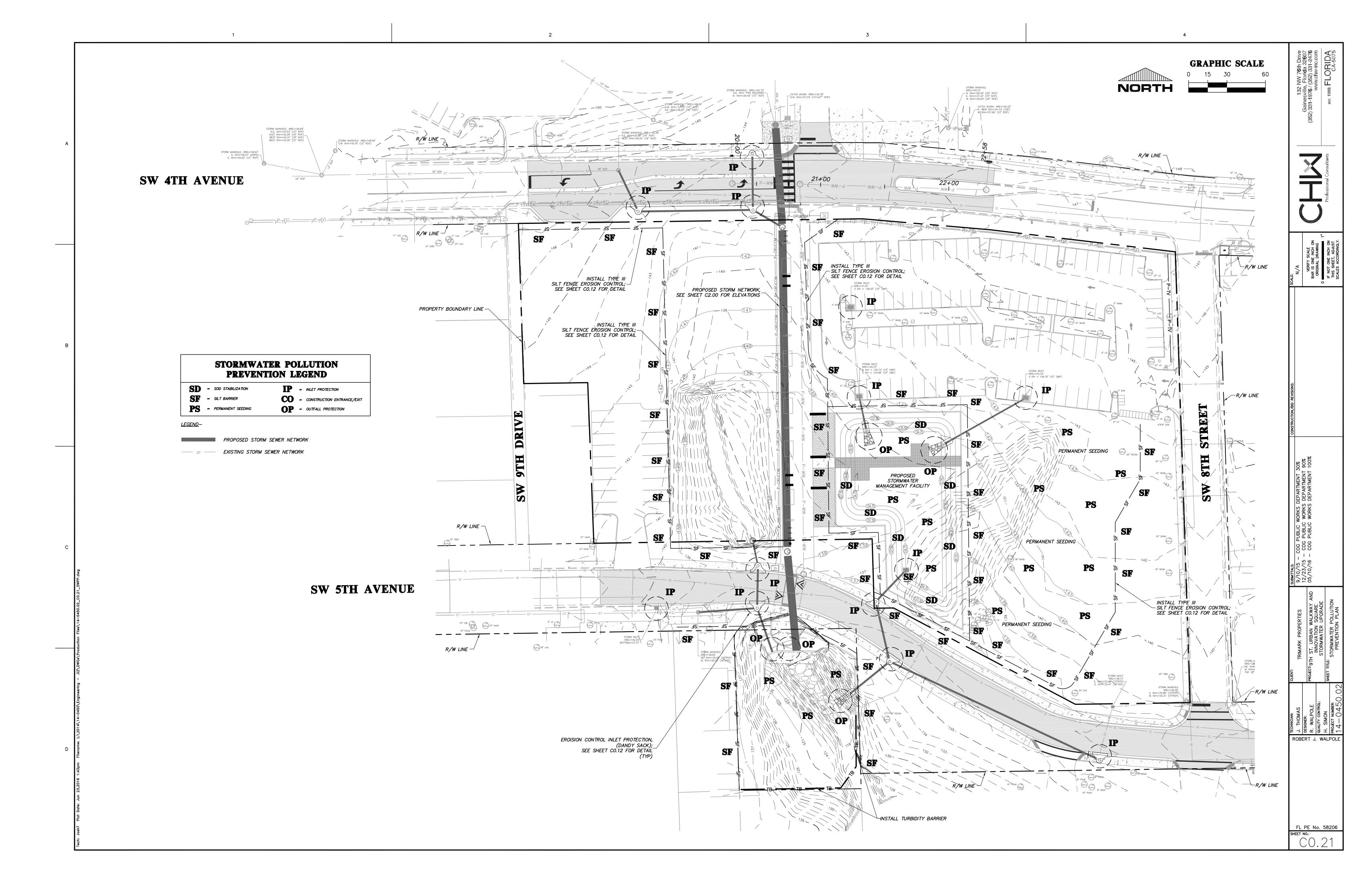
6. THE TYPE AND THICKNESS OF THE NEW SURFACE MATERIAL SHALL BE CONSISTENT WITH THAT OF THE EXISTING SURFACE, BUT IN ALL CASES SHALL MEET THE MINIMUM STANDARDS ESTABLISHED BY THE PLANS AND

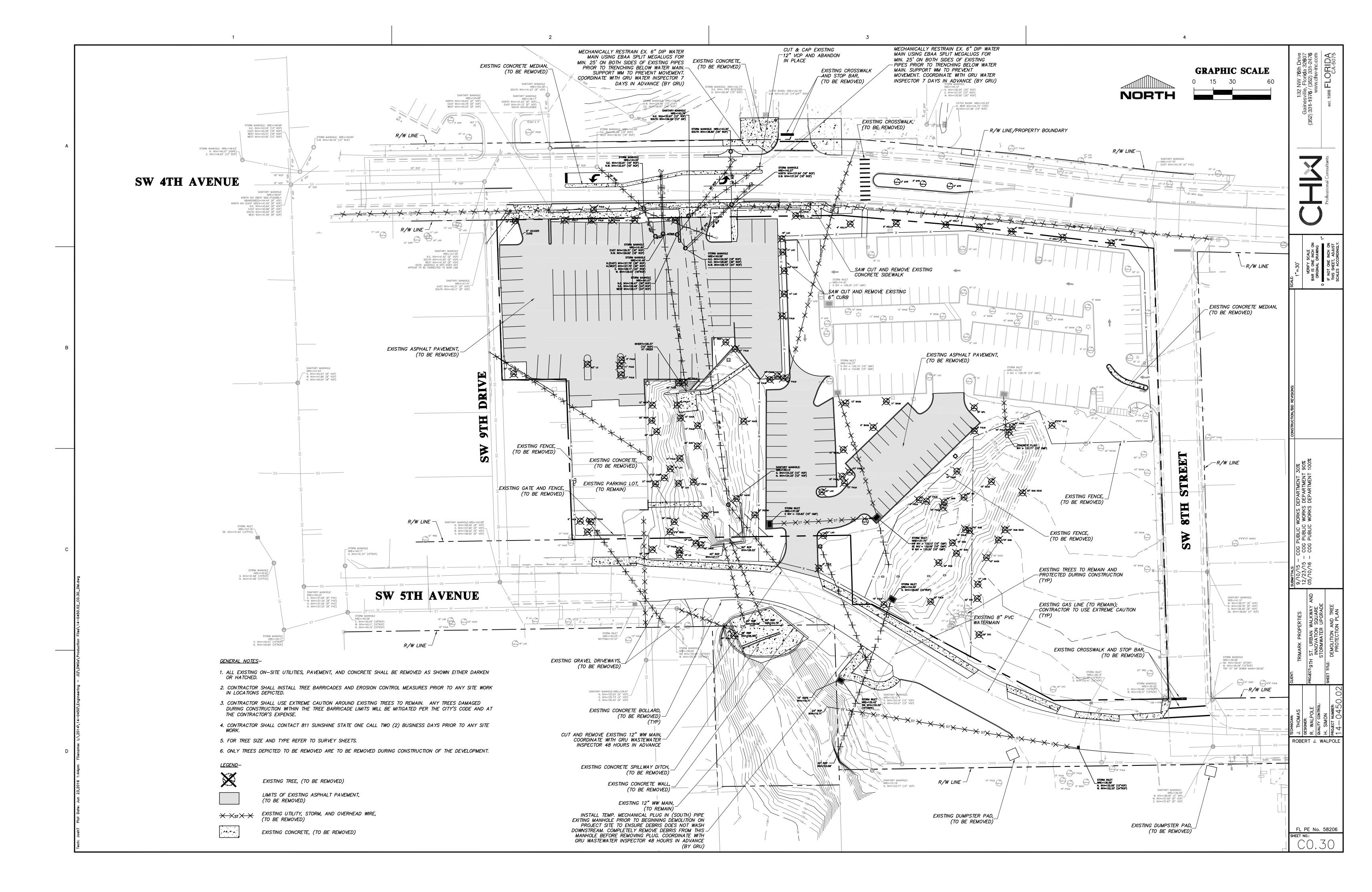
7. THE BACKFILLING AND PAVEMENT REPLACEMENT MUST BE DONE IN ACCORDANCE WITH FDOT INDEX 307.

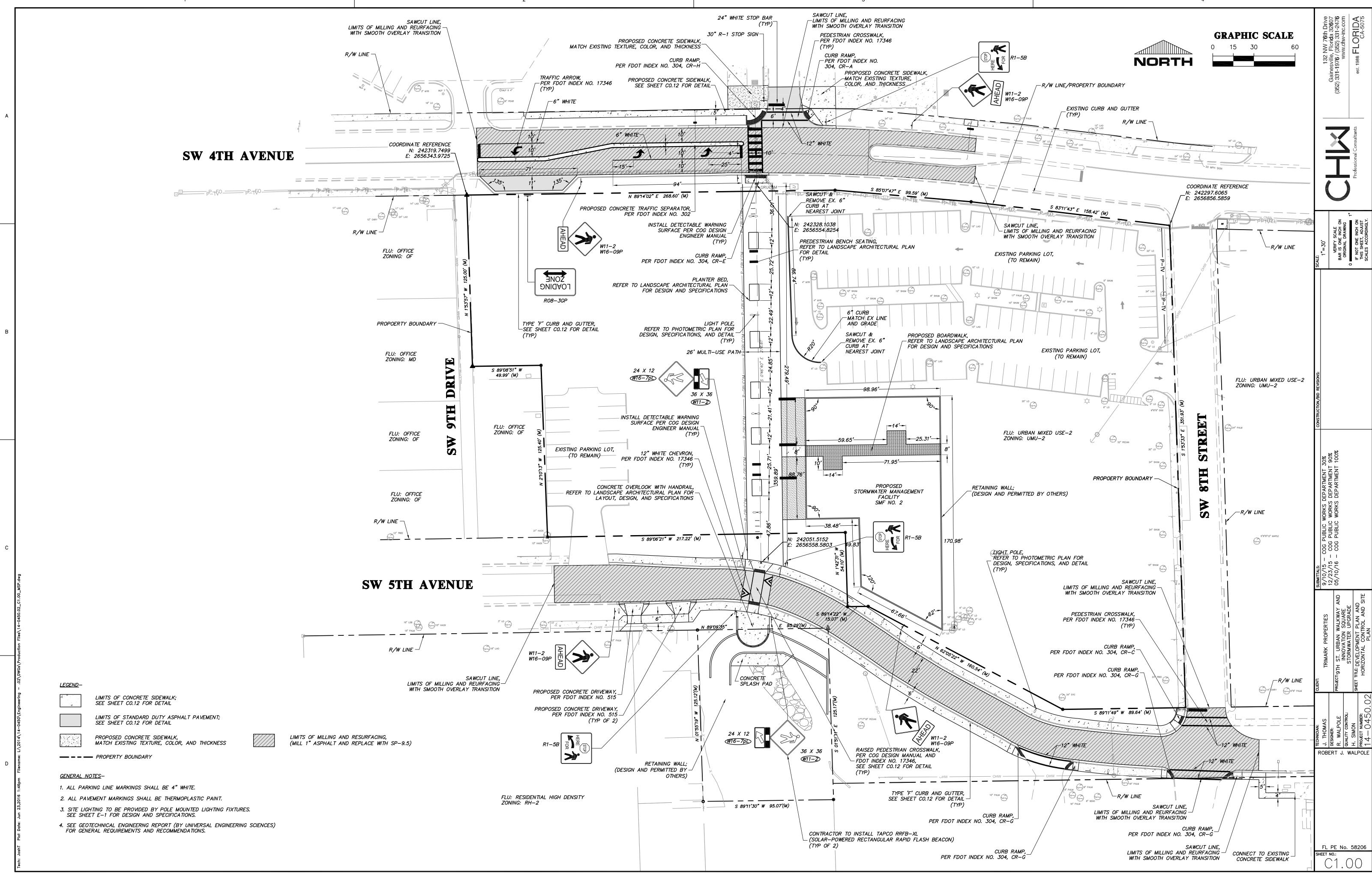
TRENCH WIDTH PAVEMENT AND **BACKFILLING REPLACEMENT**

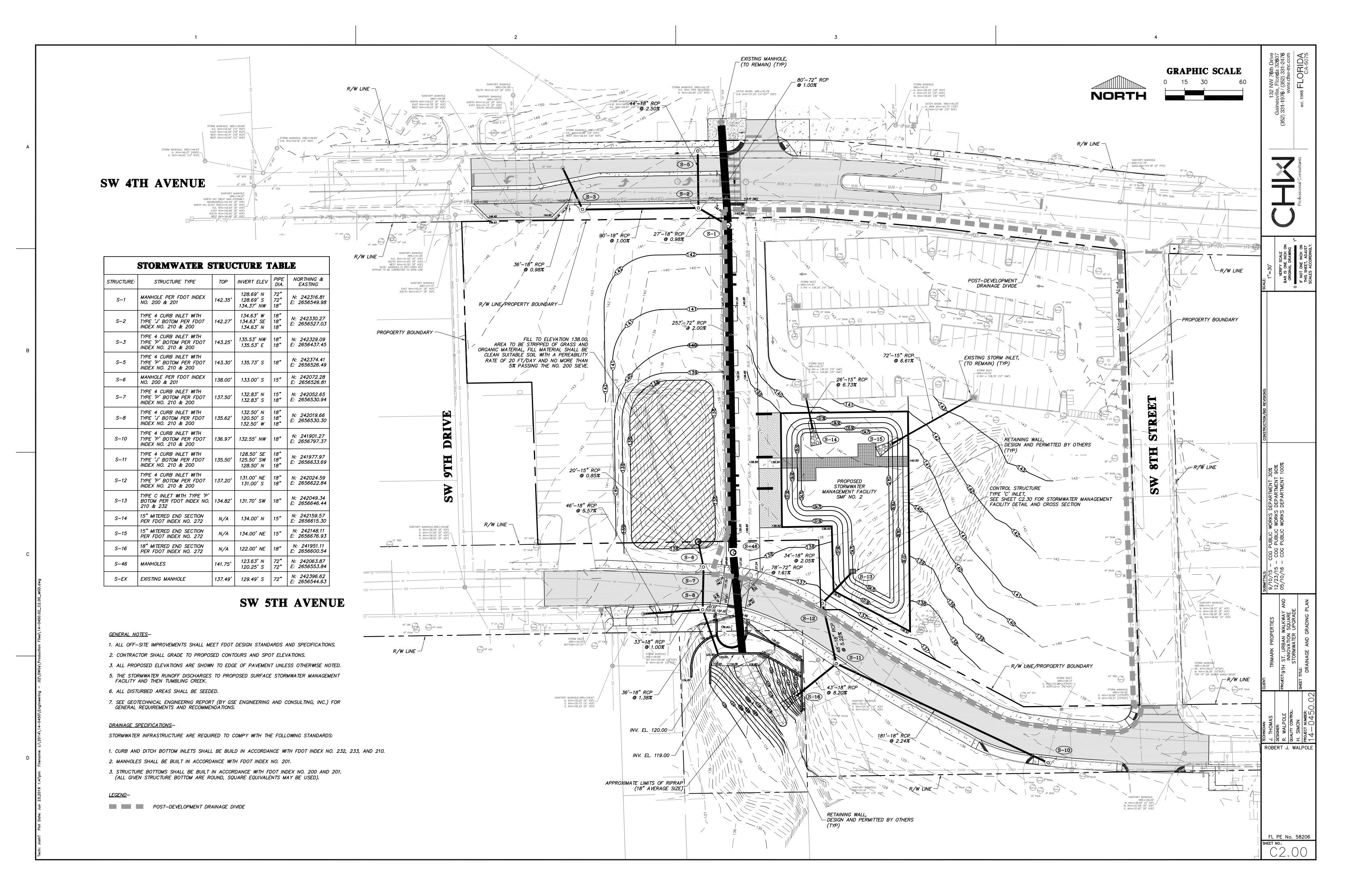
ROBERT J. WALPOL

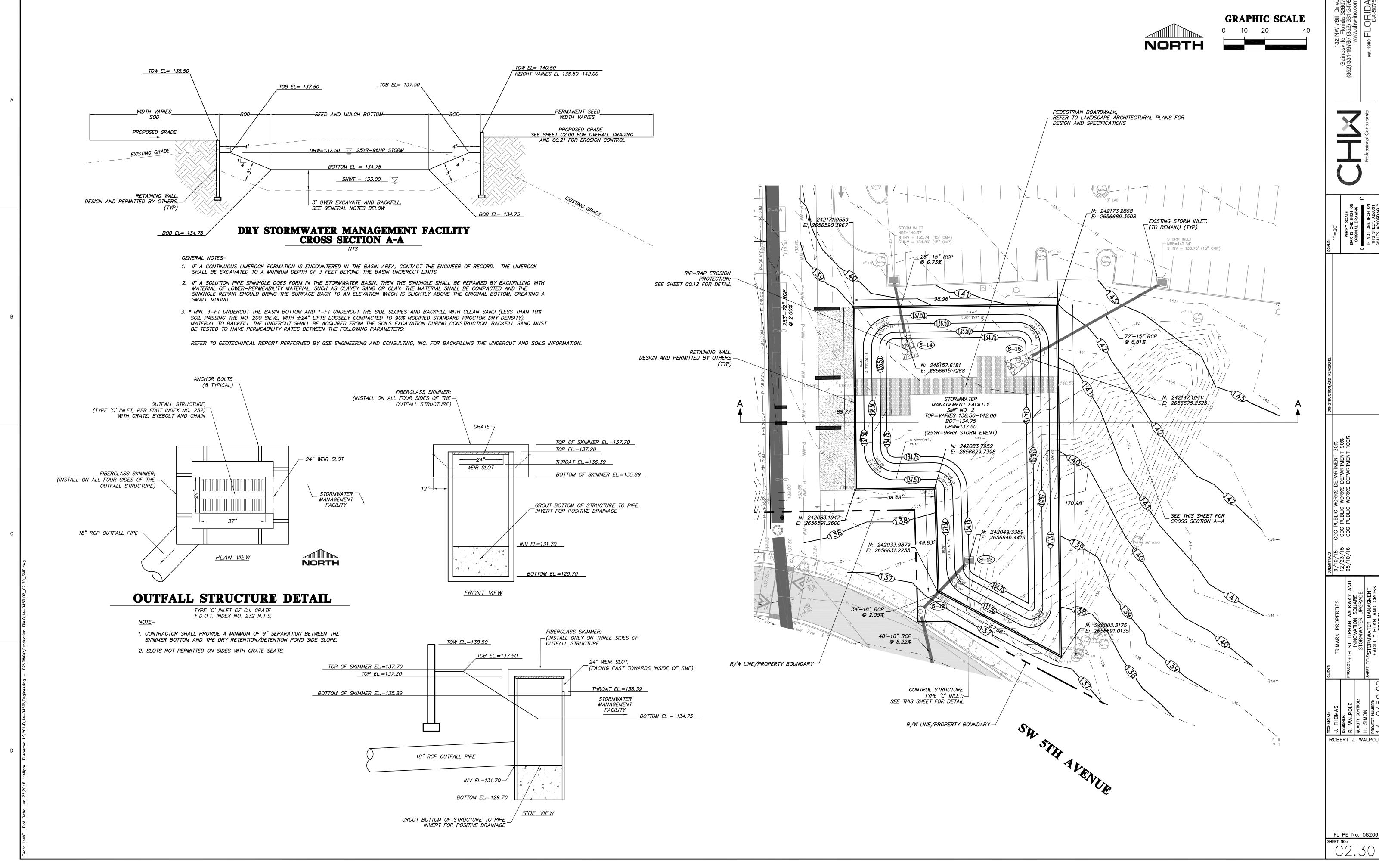
FL PE No. 58206

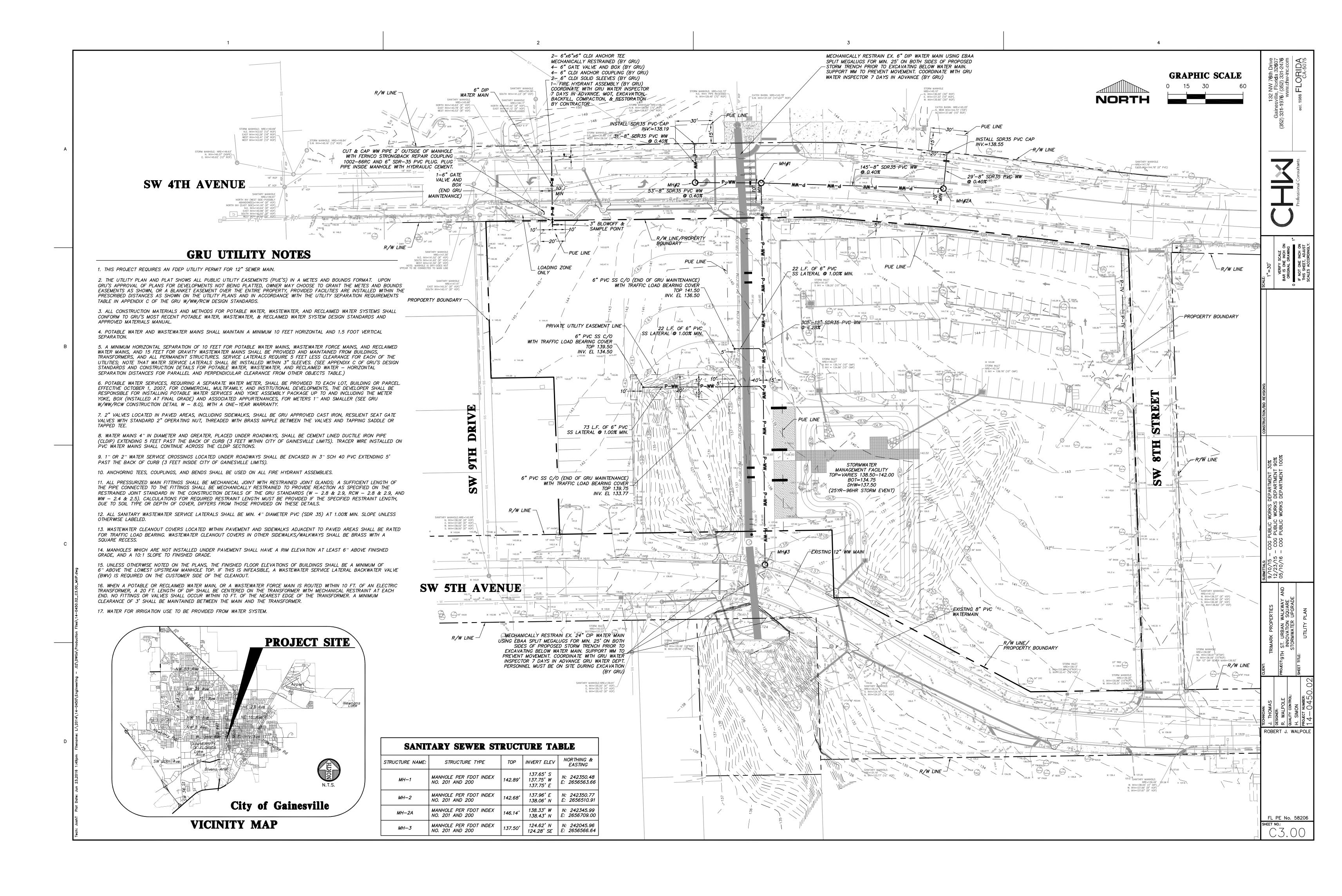


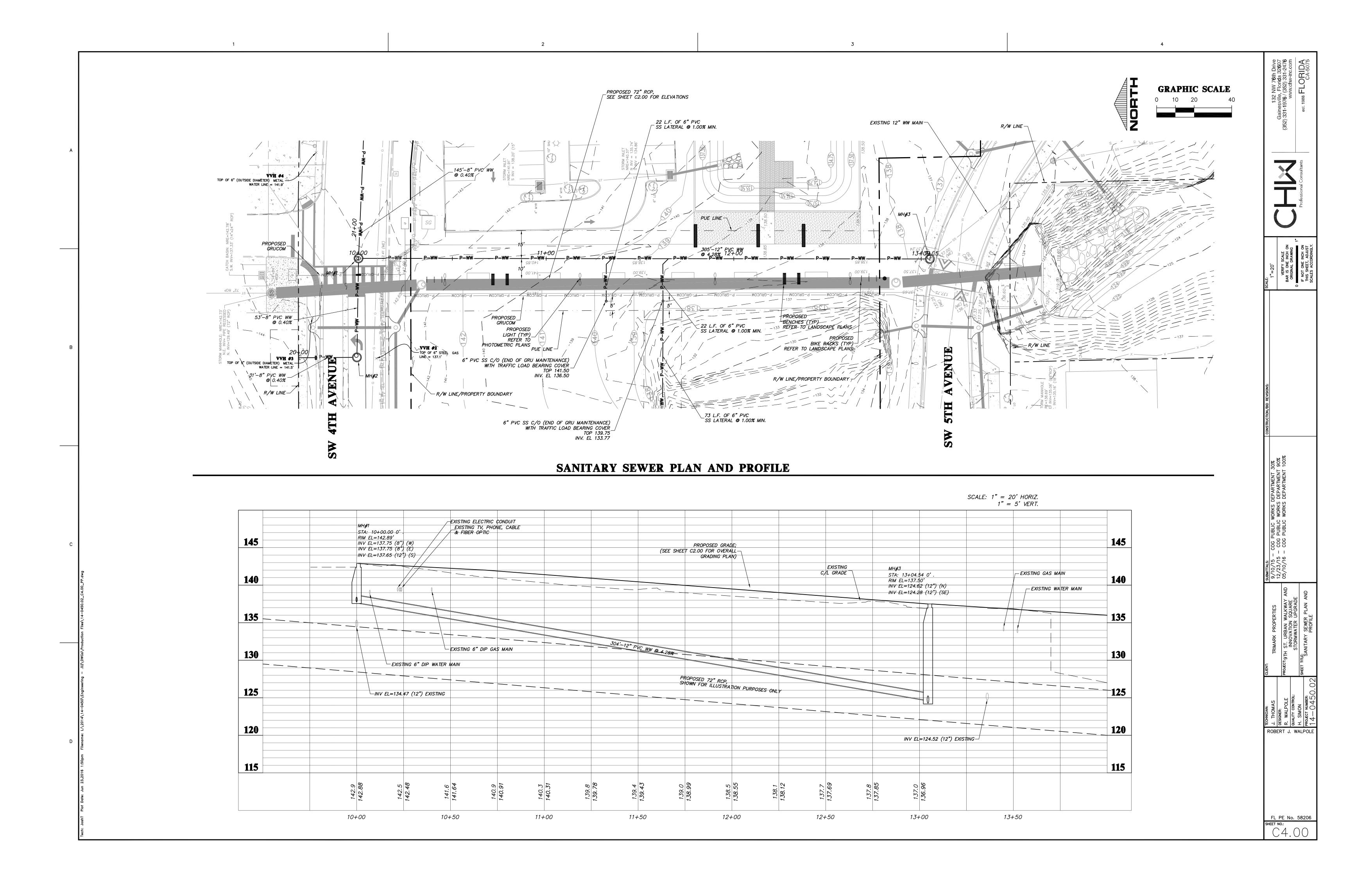




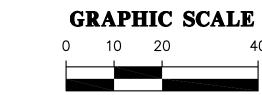


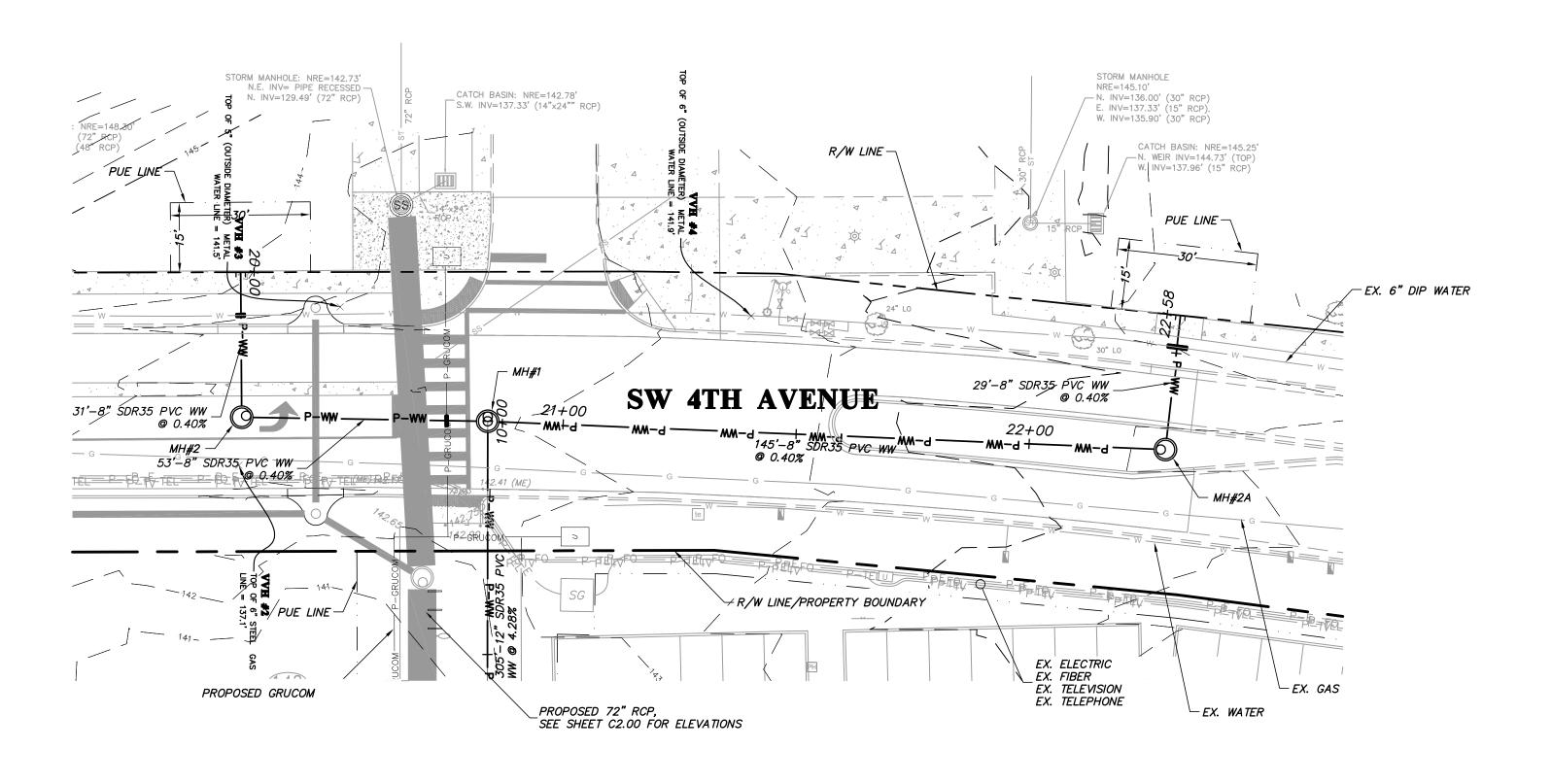




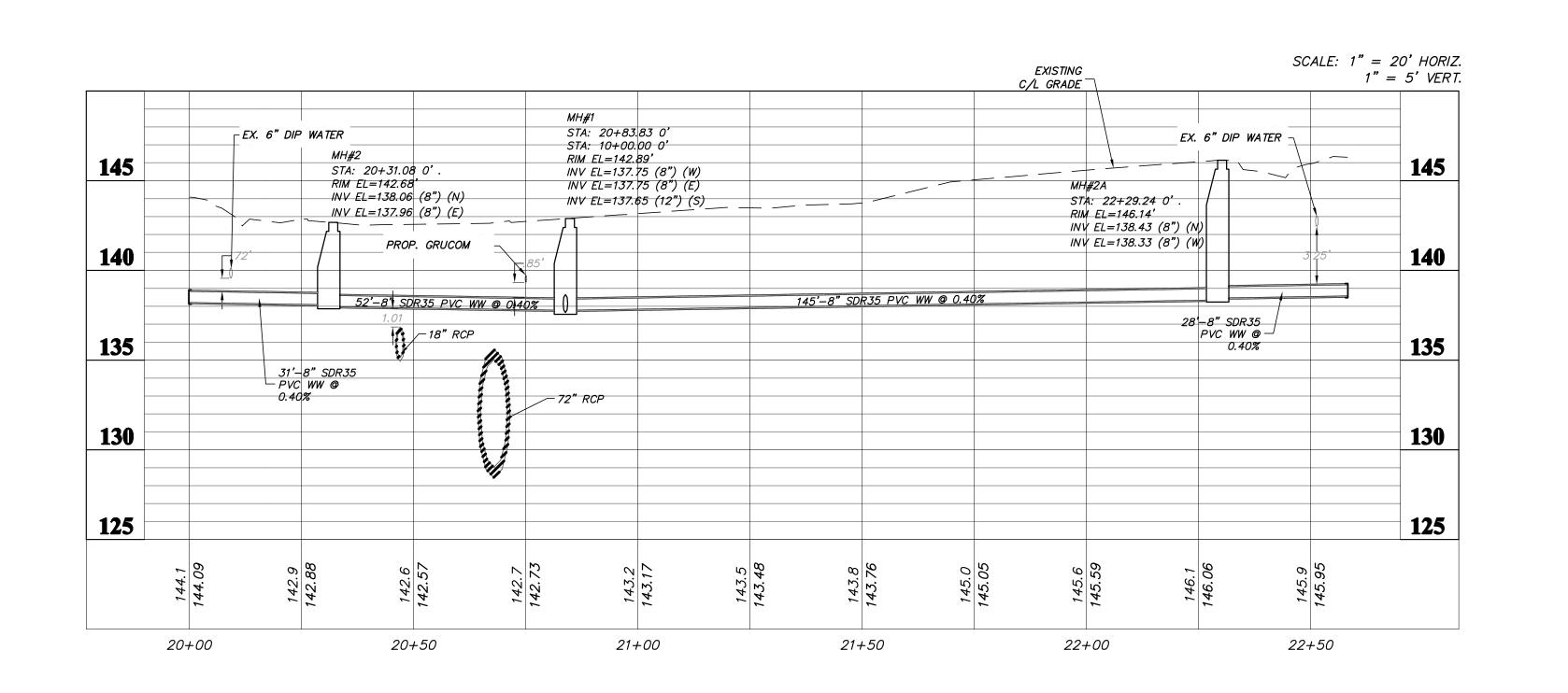








SANITARY SEWER PLAN AND PROFILE



132 NW 76th Dr Gainesville, Florida 326 352) 331-1976 / (352) 331-22 www.chw-inc.o

Professional Consultants

ING 1. Professional UST

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWNG

0
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

SUBMITTALS:
9/10/15 - COG PUBLIC WORKS DEPARTMENT 30%
12/23/15 - COG PUBLIC WORKS DEPARTMENT 90%
05/10/16 - COG PUBLIC WORKS DEPARTMENT 100%

PROJECT: 9TH ST. URBAN WALKWAY AND INNOVATION SQUARE STORMWATER UPGRADE SHEET TITE:

SHEET TITE:

SANITARY SEWER PLAN AND PROFILE

DESIGNER:

R. WALPOLE

QUALITY CONTROL:

H. SIMON

14-0450.02

FL PE No. 58206
SHEET NO.:

EXHIBIT E

This Instrument Prepared Without Examination of Title By: Lisa C, Bennett Assistant City Attorney II City of Gainesville Post Office Box 490 Gainesville, Florida 32627

Section, Township 10 South, Range 20 East

UTILITY EASEMENT

THIS EASEMENT, made this	day of	, 2012, by
	, whose pos	st office address is
	, GRANTO	R, and City of Gainesville, Florida, a
municipal corporation, whose post offic	e address is P	ost Office Box 490, Gainesville, Florida
32627. GRANTEE.		

WITNESSETH

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a perpetual easement and all appurtenance thereto including the 72" storm water pipe and the 12" sewer main located within said easement, for the purpose of operating and maintaining public utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, (Easement Area) to wit:

Description

Add legal here. Too many Exhibits to add the legal as another exhibit

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to operate, inspect, patrol, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth, and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient operation or maintenance of said facilities; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR's land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient operation or maintenance of said facilities; and (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient operation and maintenance of said facilities.

Page 2 of 3

GRANTOR hereby covenants and agrees that other than those improvements listed in this easement, no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be property filled in by GRANTEE, the surface restored and the Easement Area left in good and safe condition. Fences, pathways, trees, benches, landscaping and light poles are permitted on the Easement Area, provided they are placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') from manhole centers, three feet (3') from water meters, and further provided that GRANTOR assumes all risk of loss for any object placed in the Easement Area.

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

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

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

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

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

-
Grantor Signature
-

STATE OF FLORIDA COUNTY OF ALACHUA

Page 3 of 3

The foregoing instrument was acknowledged before me	this day of
, 2016, by	, President, of
The foregoing instrument was acknowledged before me, 2016, by, a Florida corporation, on behalf of the coor has produced	orporation. He is personally know to me as identification.
Print Name:	
My Commission Expires:	
OR	
STATE OF FLORIDA COUNTY OF ALACHUA	
The foregoing instrument was acknowledged before me, 2016, by, wh	thisday of o is/ are personally known to me or who
has/have produced	as identification.
Print Name:	
My Commission Expires:	

EXHIBIT F

This Instrument Prepared Without Examination of Title By: Lisa C. Bennett Assistant City Attorney II City of Gainesville P.O. Box 490 Gainesville, FL 32627

Section 23, Township 9 South, Range 20 East

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this _____ day of ______, 2015, by the **City of Gainesville**, a municipal corporation of the State of Florida, with its permanent post office address at Post Office Box 490, Gainesville, Florida 32627, Grantor, to , with its permanent post office address at , Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, cash in hand paid at or before delivery of this document, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Alachua, State of Florida, to wit:

Provide all legal descriptions of prescriptive easements for storm water pipes here

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 said Grantor has caused these presents to be executed in its name, affixed its seal the day and year first above written.

Signed, sealed & delivered In the Presence of:

CITY OF GAINESVILLE, FLORIDA A Florida Municipal Corporation

Witness	Lauren Poe, Mayor
Print Name	
Witness	
Print Name	
ATTEST:	
	Kurt M. Lannon, Clerk of the Commission
STATE OF FLORIDA COUNTY OF ALACHUA	
	nowledged that as such officers, and pursuant ed the foregoing instrument and affixed the ion, as its act and deed, and for the uses and
Print Name:	
State of Florida	
My Commission Expires:	