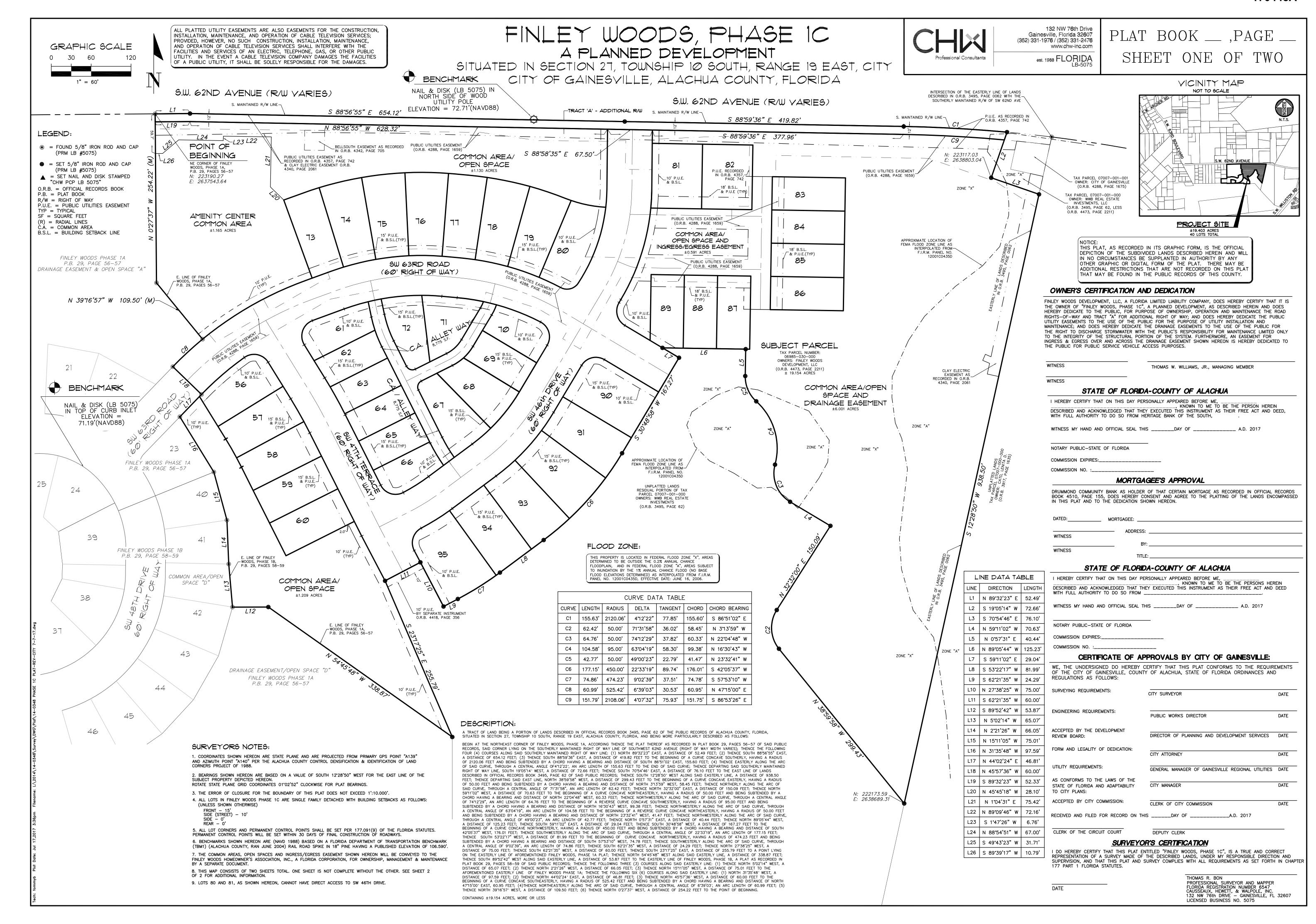
FP-A
Plat Complies with F.S. Chap.
177, Part I, and Chapter 30, Land
Development Code.



FINLEY WOODS, PHASE IC

GRAPHIC SCALE

FINLEY WOODS PHASE 1A

P.B. 29, PAGE 56-57

0 20 40

CHU Professional Consultants

132 NW 76th Drive Gainesville, Florida 32607 (352) 331-1976 / (352) 331-2476 www.chw-inc.com

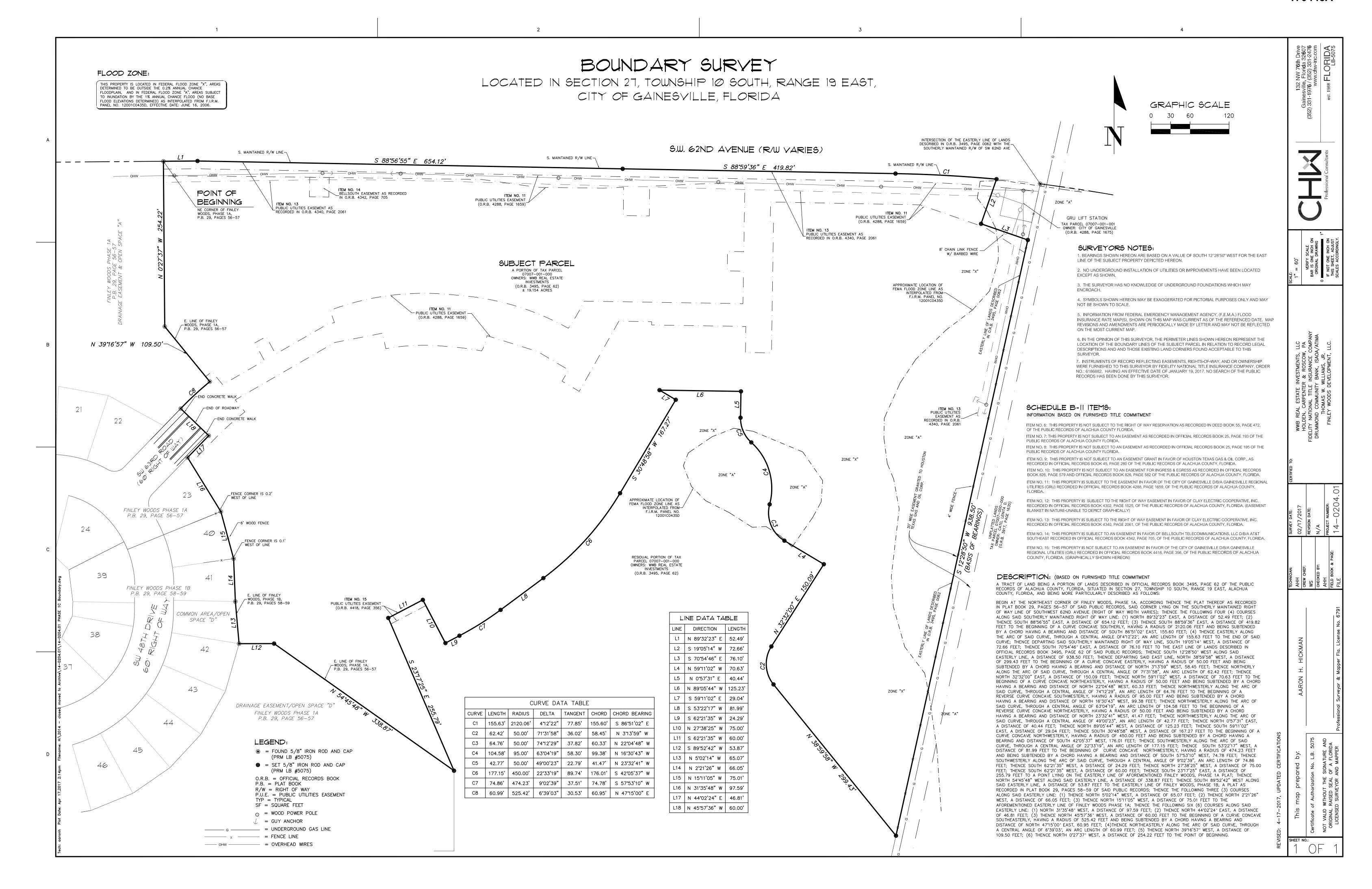
PLAT BOOK ___ ,PAGE ___ SHEET TWO OF TWO

A PLANNED DEVELOPMENT



C.Á. = COMMON AREA

B.S.L. = BUILDING SETBACK LINE



FINLEY WOODS LEGAL DESCRIPTION 70445A

DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF FINLEY WOODS, PHASE 1A, ACCORDING THENCE THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29. PAGES 56-57 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SOUTHWEST 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 89'32'23" EAST, A DISTANCE OF 52.49 FEET; (2) THENCE SOUTH 88'56'55" EAST, A DISTANCE OF 654.12 FEET: (3) THENCE SOUTH 88'59'36" EAST. A DISTANCE OF 419.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY. HAVING A RADIUS OF 2120.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 86'51'02" EAST, 155.60 FEET; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF4"12'22", AN ARC LENGTH OF 155.63 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, SOUTH 19'05'14" WEST, A DISTANCE OF 72.66 FEET: THENCE SOUTH 70'54'46" EAST, A DISTANCE OF 76.10 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF SAID PUBLIC RECORDS: THENCE SOUTH 12'28'50" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 938.50 FEET: THENCE DEPARTING SAID EAST LINE, NORTH 38'59'58" WEST, A DISTANCE OF 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3"3"59" WEST, 58.45 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71'31'58". AN ARC LENGTH OF 62.42 FEET: THENCE NORTH 32'32'00" EAST, A DISTANCE OF 150.09 FEET: THENCE NORTH 59"11'02" WEST, A DISTANCE OF 70.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 22°04'48" WEST. 60.33 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 7412'29". AN ARC LENGTH OF 64.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 16'30'43" WEST, 99.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63'04'19", AN ARC LENGTH OF 104.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23'32'41" WEST, 41.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 49'00'23". AN ARC LENGTH OF 42.77 FEET: THENCE NORTH 0'57'31" EAST, A DISTANCE OF 40.44 FEET: THENCE NORTH 89'05'44" WEST, A DISTANCE OF 125.23 FEET: THENCE SOUTH 59"11'02" EAST. A DISTANCE OF 29.04 FEET: THENCE SOUTH 30"48'58" WEST. A DISTANCE OF 167.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 42'05'37" WEST, 176.01 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22'33'19", AN ARC LENGTH OF 177.15 FEET: THENCE SOUTH 53'22'17" WEST, A DISTANCE OF 81.99 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 474.23 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57'53'10" WEST, 74.78 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9'02'39". AN ARC LENGTH OF 74.86 FEET: THENCE SOUTH 62'21'35" WEST. A DISTANCE OF 24.29 FEET: THENCE NORTH 27'38'25" WEST. A DISTANCE OF 75.00 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 23°17'25" EAST, A DISTANCE OF 255.79 FEET TO A POINT LYING ON THE EASTERLY LINE OF AFOREMENTIONED FINLEY WOODS. PHASE 1A PLAT: THENCE NORTH 54'45'48" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 338.87 FEET: THENCE SOUTH 89'52'42" WEST ALONG SAID EASTERLY LINE. A DISTANCE OF 53.87 FEET TO THE EASTERLY LINE OF FINLEY WOODS. PHASE 1B. A PLAT AS RECORDED IN PLAT BOOK 29, PAGES 58-59 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE: (1) THENCE NORTH 5'02'14" WEST, A DISTANCE OF 65.07 FEET: (2) THENCE NORTH 2'21'26" WEST. A DISTANCE OF 66.05 FEET: (3) THENCE NORTH 15'11'05" WEST. A DISTANCE OF 75.01 FEET TO THE AFOREMENTIONED EASTERLY LINE OF FINLEY WOODS PHASE 1A: THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID EASTERLY LINE: (1) NORTH 31 35 48" WEST. A DISTANCE OF 97.59 FEET; (2) THENCE NORTH 44'02'24" EAST, A DISTANCE OF 46.81 FEET; (3) THENCE NORTH 45'57'36" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 525.42 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47"15'00" EAST, 60.95 FEET: (4)THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6'39'03", AN ARC LENGTH OF 60.99 FEET: (5) THENCE NORTH 39'16'57" WEST, A DISTANCE OF 109.50 FEET: (6) THENCE NORTH 0'27'37" WEST, A DISTANCE OF 254.22 FEET TO THE POINT OF BEGINNING.

CONTAINING ±19.154 ACRES, MORE OR LESS

Application FP-B

5/18/2017

PLAN REVIEW APPLICATION

		PLAINT	NEVIEW APPL	ICATION			
OVE	RVIEW:						
	Project Name: F	inley Woods Phase	· 1C Tax Pa	rcel Number:	06985-030)-000	
	Property Address: SW 62nd Avenue						
	First Step Meeting	Date: N/A	GRU P	GRU Project Meeting Date: N/A			
		Proposed Uses/T	ype of Developmer	t (Check all th	at apply)		
	n Residential	Density		Non-residential			
	Multi-family	Units/acre:	2 (Commercial	Offic	e	
	Total Units: 40	Total bedro	oms:	ndustrial	Othe	r	
			Gros	s floor area:			
PKO	JECT MANAGEI		() (D)	• • • • • • • • • • • • • • • • • • • •			
-	Nome of Fields Weeds De		ner(s) of Record (plea	se print)			
	Name: Finley Woods De		. Caipasvilla El G	2609			
-	ivialling Address:	2563 SW 87th Drive	e, Gairiesville FL 3	2000			
	Phone: 352-331-	8180 Fax	:	E-Mail	: tommy@to	mmywilli	amsho
_							
		Applican	t/Engineer of Record	/Project Coord	dinator (pleas	se print)	
	Name: CHW, Inc.; Aaror	<u> </u>					
_	Mailing Address:	132 NW 76th DR, G	ainesville FL 3260	7			
	Phone: 352-331-	1976 Fax	: 352-331-2476	E-Mail	: aaronh@c	hw-inc.cc	 m
	Project Coc	rdinator Name:	Kelly Bish	op			
FEES	5:		·				
	Level of Rev	iew (check one)	Special Use Permi	t E	nterprize Zo	ne	
	MINOR	INTERMEDIATE	MAJOR	COI	NCEPT	MAS	TER
	<u> </u>						_
	Fees are determin	ed at First Step Meetin	g or GRU Project Me	eting and are	based on leve	l of review	and EZ
			ormation about EZ Zo	_			
	http://cityofgainesville.org/Portals/0/plan/2015%20Web%20Docs/landdevfees151001.pdf						
	Plan Review Fee: \$	PLAT REVIEW \$684.50 (\$334.50	+ \$8.75x40 Lots)				
	GRU Fee: \$		GRU Business Acc	t No.:	·		
[Plan review fee w	ill be paid by: CHW, Inc					
	Name: E-Mail: Phone:				::		

THIS SECTION FOR OFFICE USE ONLY
Petition Number:

Aaron Hickman Digitally signed by Aaron Hickman Div. C=US, E=aaronh@chw-inc.com, O=CHW, OU=Sureying, CN=Aaron Hickman Date: 2017.05.18 13:17:34-04'00'

Applicant Signature:

Reviewer Comment	Met Y/N/NA	Sheet #
PLANNING: Wellfield exemption and protection permit		
provided	n/a	
PLANNING: Property owner authorization provided	Y	
PLANNING: Neighborhood workshop information provided	n/a	
PLANNING: First Step Meeting held	n/a	
PLANNING: Stormwater Management Plan provided	n/a	
PLANNING: Signed Concurrency Exemption or Long Form provided	n/a	
PLANNING: Fire Flow Calculations provided	n/a	
PLANNING: Environmental mitigation plan for impacted	10/0	
environmental areas provided	n/a	
PLANNING: Photometric plan/ lighting plan provided	n/a	
PLANNING: Landscape plan provided	n/a	
PLANNING: Construction staging plan provided	n/a	
PLANNING: Boundary survey with a legal description		
provided	Y	
PLANNING: Utility Plan provided	n/a	
PLANNING: Building elevations with basic floorplans provided	n/a	
PLANNING: Trip generation study provided	n/a	
PLANNING: Traffic study provided	n/a	
PLANNING: [Insert Comments]	n/a	
GRU GENERAL - Is this plan review 2 or greater? If yes, were all previous comments addressed?	n/a	already approved
GRU GENERAL - Did you coordinate with Electric Engineer or tech and provide a layout on plan? If yes, provide name	n/a	already approved
Include contact information, Owners name, project name, address and phase(s)	Y	already approved
GRU GENERAL - Clear and legible plans on 24" x 36" sheets	Y	
GRU GENERAL - GRU Energy Delivery Electric System Design reflecting proposed W/WW utility design. Note on cover page/plans as ôElectric Design Provided by GRU Energy Deliveryö.	n/a	already approved
GRU GENERAL - ALL GRU standard utility notes must be shown on utility plans (see Section 1. III.C.21 of the GRU Water/Wastewater Design Standards)	n/a	already approved
GRU GENERAL - Project location map with North Arrow	n/a	already approved
GRU GENERAL - On utility master site plan show and label all existing & proposed utilities (note 'end of GRU maintenance')	n/a	already approved
GRU GENERAL - Existing and proposed easements	n/a	already approved
GRU GENERAL - Right-of-way lines	n/a	already approved
GRU GENERAL - Parcels and/or lot numbers of site location	n/a	already approved
and adjacent property	11/a	
GRU GENERAL - Street names	Y	already approved
GRU GENERAL - Proposed structures (i.e. buildings, walls fences, signs)	n/a	already approved
GRU GENERAL - Proposed subdivision plat, if project is a subdivision	Y	already approved
GRU GENERAL - Signed & sealed boundary survey, including legal description and parcel number(s)	n/a	already approved

GRU GENERAL - Proposed off-site utility extensions to the point of availability, showing the affected offsite parcels/properties/proposed easements	na	already approved
GRU GENERAL - Landscape Plan reflecting all proposed Utility locations	na	already approved
GRU GENERAL - Building minimum finished floor elevations	na	already approved
GRU GENERAL -Building footprints (for commercial projects), labeled building setback lines and build-to lines, decorative masonry walls, fences, signs and landscaped buffer areas	na	already approved
GRU GENERAL Utility Space Allocation cross sections for each different road section, alleys and PUEs including street and locations if roads or alleys are included in project	na	already approved
GRU GENERAL Identify lot numbers and street names in some fashion (names may change prior to permit issuance)	na	already approved
GRU W-WW - Application by engineer that W/WW/RCW system design is in accordance with GRU Design Standards. (note: Final plans shows valid P.E. license and reads ôProfessional Engineerö	na	already approved
GRU W-WW - Potable and wastewater demand calculations	na	already approved
GRU W-WW - AutoCAD Drawing file of Water and Wastewater Utilities with pipe sizes, fittings, and valves clearly labeled (this file will be used by GRU Strategic Planning to model the proposed water system)	na	already approved
GRU W-WW - In all cases, signed and sealed NFPA 1 and ISO fire flow calculations See Appendix E of Water/Wastewater Standards for a copy of ISO 2008	na	already approved
GRU W-WW - Copy of Development Master Plan including Phasing Schedule, unless plans include all potential future development	na	already approved
GRU W-WW - Show temporary construction water source with reduced pressure back flow preventer (RPBFP)	na	already approved
GRU W-WW - Indicate and label source of irrigation water if there is landscaping	na	already approved
GRU W-WW - If water/wastewater infrastructure is illegible on Master Plan, provide on multiple sheets	na	already approved
GRU W-WW - If WW service is provided, then plan and profile views are required for gravity sewer and force mains. All WW system plan and profile sheets at 1" = 30' max horizontal scale and 1" = 5' max vertical scale. (Exceptions accepted at GRU discretion	na	already approved
"GRU W-WW - All materials clearly labeled (pipe including diameter, material and slope, valves, fire hydrants, fire sprinkler lines, water meters, RPBFP, fittings, manholes including elevations, services, clean outs with top and invert elevations, sizes, types, slopes and associated appurtenances"	na	already approved

"GRU W-WW - Show and label connections to existing utilities. Label existing facilities which cross or are adjacent to the property as well as elevations (manhole tops and inverts), pipe diameter and material of all existing W/WW, Electric, Gas, GruCom and Stormwater facilities which cross and/or are adjacent to the property"	na	already approved
GRU W-WW - Existing and proposed site contours must be shown on utility plan	na	already approved
"GRU W-WW - Master paving and drainage plan reflecting all stormwater facilities, retention or detention ponds with elevations (clearly indicate design high water level and 100 year flood elevations)"	na	already approved
"GRU W-WW Standard WW Pump Station design drawings for GRU O&M stations (Private O&M WW pump stations shall include signed and sealed design calculations, i.e. system head curve, pump curve/specs, If lift station is included in project)"	na	already approved
GRU ELECTRIC: All Proposed electric infrastructure shown to scale per EDSG	na	already approved
GRU ELECTRIC Proposed meter/service delivery point shown	na	already approved
"GRU ELECTRIC If using GRU Rental Lights, GRU will provide conduit layout. Owner to provide photometric plan. (Note: provide copy of waiver application that is submitted to the City)"	na	already approved
"GRU ELECTRIC - All electric equipment, cable/conduits must be contained within a PUE û coordinate with GRU Real Estate "	na	already approved
GRU ELECTRIC - Provide proper clearances around all electric structures and equipment as per EDSG	na	already approved
GRU ELECTRIC - Provide required voltage (single phase or three phase)and any load information that you have	na	already approved
GRU GAS - Gas shown on plans	na	already approved
GRU GAS - Gas usage statement: include notes on items contractor will provide to mitigate aid in construction costs and whether there will be natural gas generator on-site	na	already approved
GRU GAS - Gas meter location	na	already approved
GRU GAS - Acceptable service delivery point	na	already approved
"GRU GAS - Include gas department notification statements, one week for demolition services, 72 hours prior to casing installations, one week for gas main installations and 72 hours for meter se"	na	already approved
GRU GRUCom - Are you considering GRUCom services	na	already approved

FP-C Property owners names on plat with correct signature block (Included with Affidavit) i.e., corporate or individuals)



Alachua County
Department of Growth Management
10 SW 2nd Ave., Gainesville, FI 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachuacounty.us

Submit Application to: Development Services Division

PROPERTY OWNERS' AFFIDAVIT FOR DEVELOPMENT PLAN REVIEW

Owner: WWB Real Estate Investmen	ts, LLC Project	ct #				
Additional Owners:						
Appointed Agent(s): CHW						
Parcel Number(s):07007-001-000,		,				
Section 27 Township 10	Range 19 E Address: 4491 SW 62	nd Avenue Gainesville, FL 32608				
Description of Request: Authorization	for CHW to act on my behalf					
I (we), the property owner(s) of the subject	ct property, being duly sworn, depose and say	the following:				
1. That I am (we are) the owner(s)	and record title holder(s) of the property descri	bed in the attached application;				
That this property constitutes the Alachua County;	property for which the above noted developm	ent plan review request is being made to				
 That I (we), the undersigned, has agreement(s), and other docume development plan review reques 	ents necessary to effectuate such agreement(s	person(s) as my (our) agent(s) to execute any in the process of pursuing the aforementioned				
That I (we), the undersigned sha which an application has been so	Il make available to Alachua county staff a mea	ans of reasonable access to the property for				
5. That this affidavit has been exec	uted to induce Alachua County to consider and	d act on the subject request;				
6. That (we) the undersigned auth	nority, hereby certify that the foregoing stateme	ents are true and correct.				
Owner (signature)	Owner (signature)	Owner (signature)				
T.w.williams. T.						
Owner (print name)	Owner (print name)	Owner (print name)				
STATE OF FLORIDA	SWORN AND SUBSCRIBED BEFORE ME	,				
C OUNTY OF ALACHUA	STORY TO CONSTRUCT ON THE					
CHARLES T. DARDAMAI	BY I. IN Williams JR					
MY COMMISSION #FF036229 EXPIRES July 15, 2017	WHO IS/ARE PERSONALLY KNOWN TO ME	OR HAS/HAVE PRODUCED AS IDENTIFICATION				
(407) 398-0153 FloridaNotaryService.com	(TYPE OF IDENTIFICATION)	_				
(SEAL ABOVE)	*					
Uhle/ Ch	Notary Public, Commission No					
	(Name of Notary typed, printed, or stamped)					

FP-D

Title Opinion (dated within 90 days of receipt, also must include legal that matches plat legal). (Received 9/5/2017 dated 8/30/2017 included) FP-D

Fidelity National Title Insurance Company

Order Number: 6188430 Customer Reference: 17-004 (Loan 2)

August 30, 2017

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of:

In accordance with Section 177.041, Florida Statues this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Alachua County, Florida, through August 25, 2017 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Finley Woods Development, LLC, a Florida limited liability company

The search has revealed the following:

- 1. Mortgage in favor of Drummond Community Bank in the original principal amount of \$1,477,500.00, dated April 19, 2017 and recorded in Official Records Book 4510, Page 155; Modification Agreement recorded in Official Records Book 4539, page 1704 and Receipt of Future Agreement recorded in Official Records Book 4539, page 1711.
- 2. Assignment of Rents from Finley Woods Development, LLC and WWB Real Estate Investments, LLC, a Florida limited liability company to Drummond Community Bank recorded in Official Records Book 4510, page 184, of the Public Records of Alachua County, Florida.
- 3. UCC Financing Statement in favor of Drummond Community Bank recorded in Official Records Book 4510, Page 194.
- 4. Mortgage in favor of Columbia Bank recorded in Official Records Book 2890, page 881, as assigned by instrument recorded in Official Records Book 3441, Page 70, as modified by instruments recorded in Official Records Book 3441, page 73, Official Records Book 3441, Page 74, and Official Records Book 4292, Page 677, as further assigned by instrument recorded in Official Records Book 4481, Page 1043, as subordinated by instrument recorded in Official Records Book 4510, Page 201, of the Public Records of Alachua County, Florida
- 5. Easement(s) in favor of City of Gainesville set forth in instrument(s) recorded in Official Records Book 4288, Page 1659.
- 6. Easement(s) in favor of Clay Electric Cooperative, Inc. set forth in instrument(s) recorded in Official Records Book 4302, Page 1525.
- 7. Easement(s) in favor of Clay Electric Cooperative, Inc. set forth in instrument(s) recorded in Official Records Book 4340, Page 2061.



- 8. Easement(s) in favor of BellSouth Telecommunications, LLC set forth in instrument(s) recorded in Official Records Book 4342, Page 705.
- 9. Easement(s) in favor of City of Gainesville set forth in instrument(s) recorded in Official Records Book 4418, Page 356.
- 10. Notice of Environmental Resource Permit recorded in Official Records Book 4421, Page 1908.

NOTE: 2016 Real Property Taxes in the gross amount of \$2,280.32 are Paid, under Tax I.D. No. 7001-000.

NOTE: 2016 Real Property Taxes in the gross amount of \$655.27 are Paid, under Tax I.D. No. 06985-001-000.

NOTE: 2016 Real Property Taxes in the gross amount of \$219.92 are Paid, under Tax I.D. No. 06985-000-000.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 6188430

By:

Authorized Signature

Fidelity National Title Insurance Company

Order Number: 6188430 Customer Reference: 17-004 (Loan 2)

Exhibit "A"

DATE: APRIL 19, 2017

CLIENT: Tommy Williams Homes

PROJECT NAME: Finley Woods, Phase 1C

PROJECT NO: 14-0348

DESCRIPTION FOR: Overall Boundary of Finley Woods Phase 1C

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF FINLEY WOODS, PHASE 1A, ACCORDING THENCE THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 56-57 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SOUTHWEST 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 89°32'23" EAST, A DISTANCE OF 52.49 FEET; (2) THENCE SOUTH 88°56'55" EAST, A DISTANCE OF 654.12 FEET; (3) THENCE SOUTH 88°59'36" EAST, A DISTANCE OF 419.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2120.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 86°51'02" EAST, 155.60 FEET; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF4°12'22", AN ARC LENGTH OF 155.63 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, SOUTH 19°05'14" WEST, A DISTANCE OF 72.66 FEET; THENCE SOUTH 70°54'46" EAST, A DISTANCE OF 76.10 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF SAID PUBLIC RECORDS; THENCE SOUTH 12°28'50" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 938.50 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 38°59'58" WEST, A DISTANCE OF 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°13'59" WEST, 58.45 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°31'58", AN ARC LENGTH OF 62.42 FEET; THENCE NORTH 32°32'00" EAST, A DISTANCE OF 150.09 FEET; THENCE NORTH 59°11'02" WEST, A DISTANCE OF 70.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 22°04'48" WEST, 60.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°12'29", AN ARC LENGTH OF 64.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 16°30'43" WEST, 99.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°04'19", AN ARC LENGTH OF 104.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°32'41" WEST, 41.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°00'23", AN ARC LENGTH OF 42.77 FEET; THENCE NORTH 0°57'31" EAST, A DISTANCE OF 40.44 FEET; THENCE NORTH 89°05'44" WEST, A DISTANCE OF 125.23 FEET; THENCE SOUTH 59°11'02" EAST, A DISTANCE OF 29.04 FEET; THENCE SOUTH 30°48'58" WEST, A DISTANCE OF 167.27 FEET TO THE BEGINNING OF A CURVE CONCAVE



Fidelity National Title Insurance Company

NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 42°05'37" WEST, 176.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°33'19", AN ARC LENGTH OF 177.15 FEET; THENCE SOUTH 53°22'17" WEST, A DISTANCE OF 81.99 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 474.23 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57°53'10" WEST, 74.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°02'39", AN ARC LENGTH OF 74.86 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 27°38'25" WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 23°17'25" EAST, A DISTANCE OF 255.79 FEET TO A POINT LYING ON THE EASTERLY LINE OF AFOREMENTIONED FINLEY WOODS, PHASE 1A PLAT; THENCE NORTH 54°45'48" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 338.87 FEET; THENCE SOUTH 89°52'42" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 53.87 FEET TO THE EASTERLY LINE OF FINLEY WOODS, PHASE 1B, A PLAT AS RECORDED IN PLAT BOOK 29, PAGES 58-59 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE: (1) THENCE NORTH 5°02'14" WEST, A DISTANCE OF 65.07 FEET; (2) THENCE NORTH 2°21'26" WEST, A DISTANCE OF 66.05 FEET; (3) THENCE NORTH 15°11'05" WEST, A DISTANCE OF 75.01 FEET TO THE AFOREMENTIONED EASTERLY LINE OF FINLEY WOODS PHASE 1A; THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID EASTERLY LINE: (1) NORTH 31°35'48" WEST, A DISTANCE OF 97.59 FEET; (2) THENCE NORTH 44°02'24" EAST, A DISTANCE OF 46.81 FEET; (3) THENCE NORTH 45°57'36" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 525.42 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°15'00" EAST, 60.95 FEET; (4)THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°39'03", AN ARC LENGTH OF 60.99 FEET; (5) THENCE NORTH 39°16'57" WEST, A DISTANCE OF 109.50 FEET; (6) THENCE NORTH 0°27'37" WEST, A DISTANCE OF 254.22 FEET TO THE POINT OF BEGINNING.

CONTAINING ±19.154 ACRES, MORE OR LESS

FP-E Information on who may sign for L.L.C. (Included received 9/5/2017)

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000076105

Entity Name: WWB REAL ESTATE INVESTMENTS, LLC

#i**70445A**Apr 25, 2017
Secretary of State
CC3930619283

Current Principal Place of Business:

2563 SW 87TH DRIVE SUITE 10 GAINESVILLE, FL 32608

Current Mailing Address:

2563 SW 87TH DRIVE SUITE 10 GAINESVILLE, FL 32608 US

FEI Number: 20-1770680 Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WILLIAMS, THOMAS W JR. 2563 SW 87TH DRIVE SUITE 10 GAINESVILLE, FL 32608 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: THOMAS W WILLIAMS, JR 04/25/2017

Electronic Signature of Registered Agent

Authorized Person(s) Detail:

Title MGR

Name WILLIAMS, THOMAS W JR
Address 2563 SW 87TH DRIVE, SUITE 10

City-State-Zip: GAINESVILLE FL 32608

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS W WILLIAMS, JR.

MGR

04/25/2017

Date

FP-F

Does Dedication paragraph include all items intended to be dedicated to the public/City (e.g. streets, easements, common areas)

Yes <u>X</u> <u>FP-F</u>

The dedication paragraph includes all items intended to be dedicated to the public/City such as streets, easements and common areas. Those are reflected on the plat and approved by GRU and Public Works.

See Sheet 1 14-0348 Phase 1 C Plat – Finley Woods Revised.

FP-G FP-H FP-I
Taxes Paid Receipt FP-G
Construction Contract for Public Improvements: FP-H
Letter of Credit FP-I
(Received 9/5/2017)

CONTRACT for Finley Woods phase 1-C

THIS AGREEMENT is made and entered on this __02nd day of August, 2017, by and between Finley Woods Development LLC., hereafter called "the Owner" and T.W. Williams, Jr., Inc. 2563 SW 87th Drive, Suite 10, Gainesville, Florida 32608 hereinafter referred to as "the Contractor".

The "Owner" has retained Causseaux, Hewett, & Walpole, Inc. (CHW) for the Construction Management Phase of this project. All shop drawings, contractor correspondence, request for additional services and pay application will be facilitated through CHW. CHW will also observe construction regularly and as needed to manage the activities for conformance with the contract documents and will administer a substantial completion inspection and final inspection.

The Contractor agrees to the following:

Section 1

Scope of Work: The Contractor, in consideration of the sum mentioned herein, does hereby agree to the following and as described in **Attachment "A"**.

1. All paving Grading and Drainage, Water and Sewer for Finley Woods phase 1-C as drawn on plans by CHW, project number 14-0348. Approved by Alachua County Public Works 6-09-2016.

Section 2

The total sum to be paid to the Contractor to complete the above described work at Finley Woods phase 1-C more specifically described in **Attachment "A"**, shall be **One Million One Hundred Fifty Nine Thousand Seven Hundred Thirty Five Dollars**, \$1,100,735.00

Any additional work must have written authorization from the Owner prior to any work being completed and shall be based on the Unit Pricing provided in Attachment "A".

The contractor shall submit a draw request for progress payments, based on the Contractor's good faith of the percentage of the work that has been completed to date and stored materials. The progress payments shall be submitted on the 25th of each month and processed accordingly through the Engineer. The Engineer will have 5 days to review, approve and submit to the Owner, within the next 15

days, the Owner shall make Payment. The progress payment shall be based on Attachment "A", as attached hereto and as submitted by the Contractor. Except as otherwise provided herein, (100% less 10% Retainage) one hundred percent, less ten percent retainage, of the value of the Contractor's good faith estimate of the percentage of work completed shall be paid within the terms given. If requested by the Owner, Contractor will submit partial lien releases required for work completed through previous application payment upon receipt of payment from Owner. Upon full completion of the Contractor's work to the satisfaction of the Engineer, the Contractor shall furnish the Owner with a full and complete release of lien together with an affidavit in accordance with Chapter 713.06, Florida Statues. In the event any payment in full in not made within 20 days of receipt, it is understood and agreed that the unpaid balance shall bear service and handling charges at one and half percent per month or eighteen percent per annum. At Contractor's option, non payment on a timely basis, shall be cause for the Contractor to cease work until accounts receivable are brought current in accordance with the provisions of the contract.

Section 3

The Contractor shall furnish all supervision, labor and equipment to perform all Work as described and set forth in **Attachment "A"** attached hereto and made a part hereof.

Section 4

The Contractor agrees to covenants to indemnify, defend and save harmless and exonerate the Owner of and from all liability, claims and demands for bodily injury, property damages, court costs, attorney's fees and any contractual liability that Contractor has assumed in its Agreement with the Owner, arising out of the work undertaken by the Contractor, its employees, agents, representatives or its subcontractors and arising out of any other operations, no matter by whom performed, for and on behalf of the Contractor whether or not due in whole in part to conditions, acts, or omissions done or committed by the Contractor, its employees, agents, representatives or its subcontractors, and the Contractor shall deliver to the Owner, before the commencement of work provided for by this Agreement, a copy of a certificate of insurance, certifying that the insurance coverage set forth below, is in force and further certifying that these policies will not be canceled during the period of construction unless and until the Owner is given ten (10) days written notice of the cancellation of same, and said certificate shall show an endorsement added to the policies reading substantially as follows:

"The policies herein referred to are not cancelable or subject to a reduction of coverage by the insurer unless and until the Owner has received ten (10) day's written notice as evidenced by return receipt of registered or certified letter." The limits of coverage for the Contractor shall be as follows:

- A) Worker's Compensation insurance at the statutory limits covering all employees of Contractor. Such insurance shall include every laborer, operator, truck driver, mechanic or supervisor who is under direct or indirect control of Contractor.
- B) Public Liability insurance covering the Contractors legal liability for bodily injury, in limits of not less than One Million (\$1,000,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per occurrence and for property damage in the amount of Two Million (\$2,000,000.00) Dollars in aggregate.
- C) Automobile Liability insurance for bodily injury in limits of not less than One Million (\$1,000,000.00) per person and One Million (\$1,000,000.00) Dollars per accident, and for property damage in the same limits, and providing for coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned or hired automobile, trailer or other equipment required to be licensed.

Section 5

The Contract Time shall not exceed <u>365</u> Calendars days, from Notice to Proceed to Project Completion (per scope of work listed on **Attachment "A"** and described in Sections 1 and 2 of this agreement).

The Notice to Proceed (NTP) will be issued by the Owner on a separate document once the funding of the project has been secured. The NTP is expected by June 15th 1017.

The Owner may cancel the contract prior to the issuance of a Notice to Proceed without damage or obligation.

Section 6

Warranty: A 12 month warranty period is included with an 11 month warranty inspection to deal with any warranty issues. Any items found will be repaired / replaced prior to the standard 12 month warranty expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and the Corporation's have caused these presents to be signed and the corporate seal affixed hereunto by their proper officers, the day and year first above written.

T. W. Williams, Jr. Inc.

T. W. Williams Jr

Finley Woods Development LLC.

T.W Williams Jr., Inc

2563 SW 87 Drive, Ste 10 Gainesville, Fl. 32608 Phone (352) 331-8180 Fax (3520 331-8181

August 2, 2017

Finley Woods Development, LLC 2563 SW 87 Dr. Gainesville, Fl. 32608

RE:

Finley Woods - Phase 1 C

Pricing Breakdown

Tommy:

Below is our breakdown of the pricing for the above referenced project.

Survey, QC, Testing, Mobilization and Maintenance & Traffic:	\$65,000.00
Grading & Excavation:	\$475,000.00
Paving:	\$50,000.00
Storm Drain:	\$301,735.00
Water System:	\$96,000.00
Sewer System:	\$113,000.00
Total Price:	\$1,100,735.00

UNIT PRICES (If Needed)
Unsuitable materials (Clay) hauled off site = \$8.00/CY
Clean Fill (Archer Sand) haued on site = \$8.00/CY

Mobilization & Maintenance of TrafficTotal\$65,000.00

		Grading & Excavation	\$475,000.00
Qty	Unit	Item Description	
1.00	LS	Clearing & Grubbing	
6475.00	SY	12"Stabilized Type B Subgrade (LBR 40)	
6390.00	SY	8" Limerock Base (LBR 100)	
18940.00	SY	Grading	
12865.00	CY	Fill	
28310.00	CY	Cut	
86.00	SY	6" Concrete Paving	
2000.00	SY	4" Concrete Sidewalk	
3500.00	LF	Miami Curb	
195.00	LF	Median Curb	
1.00	EA	Detectble Warning Surface (5'X2') -Brick in R/O/W	
1.00	EA	Detectble Warning Surface (8'X2') -Brick in R/O/W	
14.00	EA	Detectble Warning Surface (5'X2')	
8.00	EA	Detectble Warning Surface (8'X2')	
10.00	EA	Stop Sign	
5.00	EA	Future Development Sign	
1.00	EA	Do Not Enter Sign	
9070.00	LF	Type III Silt Fence	
2200.00	LF	Tree Barrier	
15500.00	SY	Sod - Bermuda	
28850.00	SY	Sod - Seed & Mulch	
1.00	EA	Construction Entrance/Exit	

		\$50,000.00	
Qty	Unit	Item Description	
140.00	TN	Asphalt - 2" SP 12.5	
490.00	TN	Asphalt - 1.5" SP 12.5	
1.00	EA	24" Stop Bar - Thermoplastic	
1.00	EA	Crosswalk - Thermoplastic	

		Storm Drain	\$301,735.00
Qty	Unit	Item Description	
1.00	EA	54" MES - S-1	
2.00	EA	Manhole w/8' Type J Bottom - S-2,3	
3.00	EA	Manhole w/7' Type J Bottom - S-6,7,8	all inlets will be
2.00	EA	Type '3' Inlet w/Type P Bottom - S-4, 18	Miami type
1.00	EA	Type '3' Inlet w/Type 7' Bottom - S-5	
1.00	EA	Type '4' Inlet w/ 7' Bottom - S- 9	
1.00	EA	Type '4' Inlet w/Type 'P'Bottom - S-10	
2.00	EA	Manhole w/5 Type J Bottom - S-11,16	
2.00	EA	Type '3' Inlet w/ Type 5' Bottom - S-12,13	
1.00	ĒΑ	Type '4' Inlet w/ Type 6' Bottom - S-14	
3.00	EA	Type '4' Inlet w'type P bottom - S-15,20,21	
1.00	EA	Type '3' Inlet w/ Type6' Bottom - S-17	
2.00	EA	Type '3' Inlet w/ Type P Bottom - S-18,24	
1.00	EA	Manhole w/ 5' Type J Bottom - S-19	
1.00	EA	29"x45" Endwall - S-22	
1.00	EA	Type '3' Inlet w'Type 4' bottom - S-23	
1.00	EA	Type '4' Inlet w/ Type 'J' bottom - S-25	
2.00	EA	Type 'C' Inlet - S-26,27	
296.00	LF	15" RCP	all storm drain
336.00	LF	18" RCP	pipe to be HDPE
792.00	LF	36" RCP	
328.00	LF	54" RCP	
1.00	EA	54" RCP	
400.00	LF	34"x53" ERCP	
112.00	LF	29"x45" ERCP	
1.00	EA	Rubble Rip Rap - Retention Pond	

		Sanitary System	\$113,000.00
Qty	Unit	Item Description	
4.00	EA	Connect 8" SS Main to Ex. MH	
4.00	EA	Connect 4" SS Lateral to Ex. MH	
1.00	EA	Connect 4" SS Lateral to Ex. Pipe	
3.00	EA	Core-Drill Manhole	
11.00	EA	Adjust Ex. MH Tops	
2.00	EA	Remove Ex. SS Stub	
2.00	EA	Manhole (8'-10') [MH - 32, 33]	
1.00	EA	Manhole (10'-12') [MH - 31]	
1.00	EA	Manhole (12'-14') [MH - 30]	
1.00	EA	Manhole (20'-22') [MH - 34]	
685.00	LF	8" PVC (0'-6')	
160.00	LF	8" PVC (8'-10')	
275.00	LF	8" PVC (22'-24')	
2.00	EA	8" Cap	
19.00	EA	8"x4" Wye	
52.00	EA	4" 45-deg Bend	
33.00	EA	4"x4" Wye	
33.00	EA	4" Cleanout	
33.00	EA	4" Cap	

LF 4" PVC T.W Williams Jr., Inc EA 4" 22.5-deg Bend Finley Woods - Phase 10

1316.00

5.00

T.W Williams Jr., Inc Finley Woods - Phase 1C

		Water System	\$96,000.00
Qty	Unit	Item Description	
2.00	EA	Connect to Ex. 8" WM	
1600.00	LF	8" PVC	
180.00	LF	8" DIP	
440.00	LF	6" PVC	
160.00	LF	6" DIP	
5.00	RL	UF Blue Wire	
3.00	EA	Dectectable "Water" Type	
9.00	EA	8" Bell Restraint	
4.00	EA	8" Field Lok	
2.00	EA	6" Bell Restraint	
5.00	EA	6" Field Lok	
1.00	EA	8" Cross W/ Restraints	
2.00	EA	8"x8" Swivel Tee W/ Restraints	
2.00	EA	8" Sleeve W/Restraints	
2.00	EA	8"x6" Swivel Tee W/ Restraints	
2.00	EA	8" Plug	
2.00	EA	6" 90-Deg Bend W/ Restraints	
1.00	EA	6" 45-deg Bend W/ Restraints	
16.00	EA	8" Gate Valve & Box	
4.00	EA	6" Gate Valve & Box	
4.00	EA	Fire Hydrant Assembly	
2.00	EA	3" Terminal Blowoff Assembly	
1.00	EA	3" Inline Blowoff Assembly	
5.00	EA	3/4" RPZ Backflow Preventer	
440.00	LF	2" PVC	
420.00	LF	3" PVC Sleeve	
200.00	LF	1" PVC	
200.00	LF	1" Blue Tubing	
8.00	EA	2" Long Water Service	
4.00	EA	1" Long Water Service	
17.00	EA	1" Short Water Service	



Drummond Community Bank

MEMBER DRUMMOND FINANCIAL GROUP

July 27, 2017

IRREVOCABLE LETTER OF CREDIT NO. Amount \$ 391,682.00

WWB REAL ESTATE INVESTMENTS, LLC and FINLEY WOODS DEVELOPMENT, LLC 2563 SW 87th Drive Suite 10 Gainesville, Florida 32608

Gentlemen:

We hereby authorize you to draw on us at sight in the offices of **Drummond Community Bank, 1627 North Young Boulevard, Chiefland, FL 32626**. for any sum not exceeding \$391,682.00 THOUSAND DOLLARS AND NO/100 in United States currency for the account of The City of Gainesville., whose main mailing address is; 222 E University Avenue, Gainesville, Florida 32601.

The draft must be presented to us in the form shown below and accompanied by this letter of credit.

The draft must bear upon its face the clause, **Drawn under Letter of Credit 17- 126 Dated July 27, 2017, for \$391,682.00 by Drummond Community Bank, Chiefland, Florida.** 1627 North Young Boulevard, Chiefland, Fl. 32626. Presentment and payment of your draft for any sum not exceeding the above maximum shall extinguish this Letter of Credit.

We hereby agree that the draft drawn in compliance with the terms of this letter of credit will be duly honored upon presentment.

THIS LETTER OF CREDIT IS IRREVOCABLE.

The Letter of Credit will mature on April 19, 2019, or upon Drummond Community Bank ("Issuer") notifying the City of Gainesville 60 days in advance of its intent to cancel; whichever occurs first.

Drummond Community bank ("Issuer") agrees to provide written notice of the City of Gainesville at least 60 days in advance of the expiration date in the event the term of the Letter of Credit will not be extended beyond the current expiration date.

This Letter of Credit shall be governed by, and construed in accordance with, the terms of the Uniform Customs and Practice for Documentary Credits (2007, or most current Revision), International Chamber of Commerce Publication No. 600. Communications with respects to this Letter of Credit shall be addressed to us at our address listed above, specifically referring to the number of this Letter of Credit.

Attached to and made a part hereof is a copy of document marked as "Exhibit" A to this Letter of Credit # 17-126 is the signed Contingent Future Advance Promissory Note Dated July 27, 2017 between WWB Real Estate Investments, LLC, a Florida limited liability company and FINLEY WOODS DEVLEOPMEBNT, LLC, a Florida limited liability company, ("Maker(s)") whose address is 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608 and DRUMMOND COMMUNITY BANK, ("Holder").

President

Very truly yours,

DRUMMOND COMMONITY BANK

Scott Guthrie, President

Fidelity National Title Insurance Company

Order Number: 6188430 Customer Reference: 17-004 (Loan 2)

August 30, 2017

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of:

In accordance with Section 177.041, Florida Statues this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Alachua County, Florida, through August 25, 2017 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Finley Woods Development, LLC, a Florida limited liability company

The search has revealed the following:

- 1. Mortgage in favor of Drummond Community Bank in the original principal amount of \$1,477,500.00, dated April 19, 2017 and recorded in Official Records Book 4510, Page 155; Modification Agreement recorded in Official Records Book 4539, page 1704 and Receipt of Future Agreement recorded in Official Records Book 4539, page 1711.
- 2. Assignment of Rents from Finley Woods Development, LLC and WWB Real Estate Investments, LLC, a Florida limited liability company to Drummond Community Bank recorded in Official Records Book 4510, page 184, of the Public Records of Alachua County, Florida.
- 3. UCC Financing Statement in favor of Drummond Community Bank recorded in Official Records Book 4510, Page 194.
- 4. Mortgage in favor of Columbia Bank recorded in Official Records Book 2890, page 881, as assigned by instrument recorded in Official Records Book 3441, Page 70, as modified by instruments recorded in Official Records Book 3441, page 73, Official Records Book 3441, Page 74, and Official Records Book 4292, Page 677, as further assigned by instrument recorded in Official Records Book 4481, Page 1043, as subordinated by instrument recorded in Official Records Book 4510, Page 201, of the Public Records of Alachua County, Florida
- 5. Easement(s) in favor of City of Gainesville set forth in instrument(s) recorded in Official Records Book 4288, Page 1659.
- 6. Easement(s) in favor of Clay Electric Cooperative, Inc. set forth in instrument(s) recorded in Official Records Book 4302, Page 1525.
- 7. Easement(s) in favor of Clay Electric Cooperative, Inc. set forth in instrument(s) recorded in Official Records Book 4340, Page 2061.



- 8. Easement(s) in favor of BellSouth Telecommunications, LLC set forth in instrument(s) recorded in Official Records Book 4342, Page 705.
- 9. Easement(s) in favor of City of Gainesville set forth in instrument(s) recorded in Official Records Book 4418, Page 356.
- 10. Notice of Environmental Resource Permit recorded in Official Records Book 4421, Page 1908.

NOTE: 2016 Real Property Taxes in the gross amount of \$2,280.32 are Paid, under Tax I.D. No. 7001-000.

NOTE: 2016 Real Property Taxes in the gross amount of \$655.27 are Paid, under Tax I.D. No. 06985-001-000.

NOTE: 2016 Real Property Taxes in the gross amount of \$219.92 are Paid, under Tax I.D. No. 06985-000-000.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 6188430

By:

Authorized Signature

Fidelity National Title Insurance Company

Order Number: 6188430 Customer Reference: 17-004 (Loan 2)

Exhibit "A"

DATE: APRIL 19, 2017

CLIENT: Tommy Williams Homes

PROJECT NAME: Finley Woods, Phase 1C

PROJECT NO: 14-0348

DESCRIPTION FOR: Overall Boundary of Finley Woods Phase 1C

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF FINLEY WOODS, PHASE 1A, ACCORDING THENCE THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 56-57 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SOUTHWEST 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 89°32'23" EAST, A DISTANCE OF 52.49 FEET; (2) THENCE SOUTH 88°56'55" EAST, A DISTANCE OF 654.12 FEET; (3) THENCE SOUTH 88°59'36" EAST, A DISTANCE OF 419.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2120.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 86°51'02" EAST, 155.60 FEET; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF4°12'22", AN ARC LENGTH OF 155.63 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, SOUTH 19°05'14" WEST, A DISTANCE OF 72.66 FEET; THENCE SOUTH 70°54'46" EAST, A DISTANCE OF 76.10 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF SAID PUBLIC RECORDS; THENCE SOUTH 12°28'50" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 938.50 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 38°59'58" WEST, A DISTANCE OF 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°13'59" WEST, 58.45 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°31'58", AN ARC LENGTH OF 62.42 FEET; THENCE NORTH 32°32'00" EAST, A DISTANCE OF 150.09 FEET; THENCE NORTH 59°11'02" WEST, A DISTANCE OF 70.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 22°04'48" WEST, 60.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°12'29", AN ARC LENGTH OF 64.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 16°30'43" WEST, 99.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°04'19", AN ARC LENGTH OF 104.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°32'41" WEST, 41.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°00'23", AN ARC LENGTH OF 42.77 FEET; THENCE NORTH 0°57'31" EAST, A DISTANCE OF 40.44 FEET; THENCE NORTH 89°05'44" WEST, A DISTANCE OF 125.23 FEET; THENCE SOUTH 59°11'02" EAST, A DISTANCE OF 29.04 FEET; THENCE SOUTH 30°48'58" WEST, A DISTANCE OF 167.27 FEET TO THE BEGINNING OF A CURVE CONCAVE



Fidelity National Title Insurance Company

NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 42°05'37" WEST, 176.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°33'19", AN ARC LENGTH OF 177.15 FEET; THENCE SOUTH 53°22'17" WEST, A DISTANCE OF 81.99 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 474.23 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57°53'10" WEST, 74.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°02'39", AN ARC LENGTH OF 74.86 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 27°38'25" WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 23°17'25" EAST, A DISTANCE OF 255.79 FEET TO A POINT LYING ON THE EASTERLY LINE OF AFOREMENTIONED FINLEY WOODS, PHASE 1A PLAT; THENCE NORTH 54°45'48" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 338.87 FEET; THENCE SOUTH 89°52'42" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 53.87 FEET TO THE EASTERLY LINE OF FINLEY WOODS, PHASE 1B, A PLAT AS RECORDED IN PLAT BOOK 29, PAGES 58-59 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE: (1) THENCE NORTH 5°02'14" WEST, A DISTANCE OF 65.07 FEET; (2) THENCE NORTH 2°21'26" WEST, A DISTANCE OF 66.05 FEET; (3) THENCE NORTH 15°11'05" WEST, A DISTANCE OF 75.01 FEET TO THE AFOREMENTIONED EASTERLY LINE OF FINLEY WOODS PHASE 1A; THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID EASTERLY LINE: (1) NORTH 31°35'48" WEST, A DISTANCE OF 97.59 FEET; (2) THENCE NORTH 44°02'24" EAST, A DISTANCE OF 46.81 FEET; (3) THENCE NORTH 45°57'36" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 525.42 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°15'00" EAST, 60.95 FEET; (4)THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°39'03", AN ARC LENGTH OF 60.99 FEET; (5) THENCE NORTH 39°16'57" WEST, A DISTANCE OF 109.50 FEET; (6) THENCE NORTH 0°27'37" WEST, A DISTANCE OF 254.22 FEET TO THE POINT OF BEGINNING.

CONTAINING ±19.154 ACRES, MORE OR LESS

SECURITY AGREEMENT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

THIS AGREEMENT ("Agreement") is entered into on the 9th day of August, 2017, by and between the City of Gainesville, Florida, a municipal corporation ("City"), T. W. Williams, Jr. Inc, a Florida Corporation ("Contractor"), Finley Woods Development, a Florida Limited Liability Company ("Developer"), and Drummond Community Bank, a Florida Bank ("Issuer").

WITNESSETH

WHEREAS, as the fee simple owner and developer of the subject property located in the City of Gainesville, the Developer has applied to the City for final plat approval of a subdivision named the <u>Finley Woods, Phase 1-C</u> subdivision ("Subdivision"); and

WHEREAS, the City has approved the construction plans and specifications ("Construction Plans") that the Developer submitted pursuant to Section 30-184 of the City of Gainesville Land Development Code for all subdivision public improvements required pursuant to the approved design plat, Sections 30-187 and 30-188 of the Land Development Code, the Public Works Design Manual, and all other applicable local, state and federal regulations ("Required Improvements"); and

WHEREAS, pursuant to Section 30-186 of the Land Development Code, no final plat of any subdivision shall be approved by the City unless one of the forms of security allowed for in Section 30-186 ("Security") has been provided to the City, conditioned to secure the construction and completion of the Required Improvements described in the Construction Plans in a satisfactory manner within 12 months from the date of final plat approval; and

WHEREAS, the Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 120 percent of the total cost to construct and complete the Required Improvements provided in the Subdivision. The total cost of construction shall be indicated in an executed, itemized contract verified by a private engineer acting for the Developer or in a professional engineer's signed and sealed estimate, and shall be verified and approved by the Public Works Director or designee. Improvements otherwise covered by a separate security agreement between the Developer and the City and those improvements already constructed and approved by the Public Works Director or designee shall not be included when determining the cost of improvements subject to this Agreement; and

WHEREAS, the estimated total cost to construct and complete the Required Improvements is \$1,100,735.00. Therefore, the Developer shall provide Security in an amount equal to or greater than \$320,882.00; and

WHEREAS, this Agreement and the Security provided herein is separate and distinct from the maintenance security that the Developer shall also comply with in accordance with Section 30-186(f) of the Land Development Code.

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

- 1. **Effective Date and Term.** This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below and shall remain in effect until:
 - a. All Required Improvements are constructed and the City has inspected and approved the Required Improvements as being completed in accordance with the Construction Plans, the Land Development Code and all other applicable local, state and federal regulations, and the Developer has provided maintenance security in accordance with Section 30-186(f) of the Land Development Code, OR
 - b. A substitute security agreement is duly executed by all parties in accordance with paragraph 9 below.

2.	lm	rm of Security. As Security for the Developer's construction and completion of the Required provements, the Developer shall provide in an amount calculated as described above the lowing: ((Fill in one of the below.))
	_	Surety Bond: On the same date as the effective date of this Agreement, Developer shall cause ("Issuer") to issue to the City, as beneficiary, a
		Surety Bond in the amount of
	_	Cash Deposit: On the same date as the effective date of this Agreement, Developer shall deposit with the City Director of Management and Budget a cash deposit in the amount of, lawful money of the United States of America.
	X	Irrevocable and Unconditional Letter of Credit: On the same date as the effective date of this Agreement, Developer shall cause <u>Drummond Bank</u> ("Issuer") to issue to the City, as beneficiary, an Irrevocable and Unconditional Letter of Credit in the amount of \$391,682.00,

X Construction Loan Agreement: On the same date as the effective date of this Agreement, Developer shall deposit with the City a certified copy of a Construction Loan Agreement between <u>Drummond Bank</u> ("Issuer") and the Developer in the amount of \$1,100,735.00, lawful money of the United States of America. The Construction Loan Agreement, by its terms, shall be for the benefit of and satisfactory to the City and shall comply with the requirements contained

lawful money of the United States of America. The Security issued shall, by its terms, be irrevocable, unconditional and provide for drafts to be honored at a banking location within

3. Developer's Responsibilities. Within 12 months from the date of final plat approval, the Developer shall construct and complete the Required Improvements, as evidenced by the inspection and approval of the City's Public Works Director or designee. Should the Contractor, in acting for the Developer, not construct the Required Improvements as provided for in this Agreement, the Developer agrees to retain another contractor within 30 days of the original Contractor's default for the purpose of constructing the Required Improvements. In the event the Developer has either not retained another contractor within 30 days of the default of the original Contractor or otherwise not completed construction of the Required Improvements and received approval of the City for same within 12 months from the date of final plat approval, the Developer shall be deemed in default and the City shall have the right without prior notice to Developer to draw on the Security in such

in Section 30-186(c)(3) of the City's Land Development Code.

amount as the City deems necessary to complete construction of that portion of the Required Improvements that have not been completed.

In accordance with Section 30-186(f) of the Land Development Code, the Developer warrants any completed Required Improvements against all defects in materials and construction workmanship and also against design defects, and shall provide maintenance security for same.

- Contractor's Responsibilities. The Contractor agrees to construct the Required Improvements in a reasonably diligent manner to ensure completion of all Required Improvements within the time specified in paragraph 3.
- 5. *City's Responsibilities*. The City agrees to fulfill its responsibilities as required by the provisions of the City's Land Development Code, as may be amended from time to time.
- 6. Issuer's Responsibilities. The Issuer agrees that the Security described in paragraph 2 shall remain valid for the term of this Agreement and shall be maintained and administered in accordance with this Agreement, and that any disbursement or release of the Security during the term of this Agreement shall not be made without the express approval and certification of the City. In the event the Security can only be issued for a limited term, the Security shall provide for automatic extensions, without requiring written amendment, for successive periods and a combined term that equals or exceeds 12 months. In addition, the Issuer shall provide written notice to the City at least 60 days in advance of any expiration date, in the event the term of the Security will not be extended beyond the then current expiration date.
- 7. *Inspection*. During the term of this Agreement, the City may inspect the Subdivision at any time during reasonable business hours to determine if Developer has complied with this Agreement.
- 8. Release of Security Cash Deposit. This paragraph is applicable if the Developer provided Security in the form of a cash deposit with the City. Upon the Developer's completion of any portion of the Required Improvements, as evidenced by the inspection and approval of the City's Public Works Director or designee, and the Developer providing the City with the appropriate maintenance security required by Section 30-186(f) of the Land Development Code, the Developer may request and the City shall then release and/or refund to the Developer an amount equal to the City-approved costs of such completed Required Improvements. However, at no time before all Required Improvements have been completed and so certified by the City shall the balance of the Security be reduced to less than 30 percent of the estimated total cost to construct and complete all Required Improvements as written above.

If the Developer completes the construction of all Required Improvements, with inspection and acceptance by the City, and provides the appropriate maintenance security required by Section 30-186(f) of the Land Development Code, then the City shall release and/or refund to the Developer the remaining balance of the Security.

9. Substitute Security Agreement. This paragraph is applicable if the Developer provided Security in the form of a Surety Bond, Irrevocable and Unconditional Letter of Credit, or Construction Loan Agreement. Upon the Developer's completion of any portion of the Required Improvements, as evidenced by the inspection and approval of the City's Public Works Director or designee, and the Developer providing the City with the appropriate maintenance security required by Section 30-

186(f) of the Land Development Code, the Developer may provide substitute security and the parties may execute a substitute security agreement for a sum equal to at least 120 percent of the cost to construct and complete the remaining Required Improvements. However, at no time before all Required Improvements have been completed and so certified by the City shall the balance of the Security provided to the City equal less than 30 percent of the estimated total cost to construct and complete all Required Improvements as written above.

- 10. 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 Contractor or the Issuer. 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 none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- 11. **Bankruptcy**. 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 Security or the City's rights under this Agreement.
- 12. *Modification and Waiver*. 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.
- 13. **Applicable Law and Venue**. 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. Any legal action, in equity or law, with respect to this Agreement shall be brought and heard in Alachua County, Florida.
- 14. **Severability**. 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.
- 15. *Captions*. 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.
- 16. **Entire Agreement**. 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.
- 17. **Successors and Assigns.** 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.

- 18. *Time*. Time is of the essence in this Agreement. 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.
- 19. Notices. 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:

To the City: City Manager

City of Gainesville P.O. Box 490, Station 6

Gainesville, Florida 32602-0490

With a copy: Director of Public Works

City of Gainesville

P.O. Box 490, Station 58

Gainesville, Florida 32602-0490

To the Developer: Finley Woods Development, LLC

Tommy Williams

2563 SW 87th Drive, Suite 10 Gainesville, Florida 32608 Telephone: 352-331-8180

Fax: 352-331-8179

To the Contractor: T. W. Williams, Jr. Inc

Tommy Williams

2563 SW 87th Drive, Suite 10 Gainesville, Florida 32608 Telephone: 352-331-8180

Fax: 352-331-8179

To the Issuer: Drummond Bank

Carl Walls

3436 West University Avenue Gainesville, Florida 32607 Telephone: 352-375-1800

Fax: _____

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:	Ву:
Print Name:	Anthony Lyons City Manager
Sign:	
Print Name:	•
STATE OF FLORIDA COUNTY OF ALACHUA	
on this date before me, the foregoing ins the City of Gainesville. He personally app personally known to me, or	and county named above to take acknowledgments, certify that strument was acknowledged by Russ Blackburn, City Manager of peared before me and is: (check one of the below)
Executed and sealed by me on	
	Notary Public
	Print Name: My Commission expires://

Susamo mith	OEVELOPER By: Print Name: Thomas. W. Williams, Jr Fitle: Managing Member, Finley Woods Development
Sign: Ohyuna Patters	
Print Name: Virginia Patterson	
STATE OF FLORIDA COUNTY OF <u>ALACHUA</u>	
I, an officer duly authorized in the state and county nar on this date before me, the foregoing instrument was a THOMAS W. WILLIAMS SR., as MAMLINL FINLEY WUNDS PEVALUR MANT He/she per the below) X personally known to me, or	acknowledged by Man Bell for and on behalf of sonally appeared before me and is: (check one of
produced the following type of identification:_ Executed and sealed by me on _AUGUST _S	,2017.
Notary Public State of Florida William Taylor My Commission GG 115188 Expires 06/15/2021	Notary Public Print Name: WILLIAM TAME My Commission expires: 6/15/2/

WITNESSES:	CONTRACTOR
sign Mame noth	By: Print Name: Thomas W. Williams, Jr.
Print Name: Susanne Smith	Title: President, T. W. Williams, Jr Inc
Sign: Shulua Pattera Print Name: Virginia Patterson	
Thic Name of ginta raccerson	
STATE OF FLORIDA COUNTY OF <u>ALACHUA</u>	
COUNTY OF ALACHDA	
I, an officer duly authorized in the state and county on this date before me, the foregoing instrument was wall wall TAMS JR as PRESZIDA	
T.W WILLIAMS, JR, Inc. He/shep	personally appeared before me and is: (check one of
the below)	
X personally known to me, or produced the following type of identification	n.
produced the following type of identification	
Executed and sealed by me on <u>Aひなしらて </u>	, <u>2017</u> .
Notary Public State of Florida William Taylor My Commission GG 115188 Expires 06/15/2021	Notary Public Print Name: WILLTAM TAYLOR My Commission expires: 6/15/21

WITNESSES:	ISSUER
Sign: X of grant Print Name: Kathy Grant	By: Carlyally. Print Name: CARL MALLS Title: AREA PRES.
Sign: Robert Mitchell	
COUNTY OF Alacha	
the below) personally known to me, or produced the following type of identification	
Executed and sealed by me on	
ROBERT MITCHELL NOTARY PUBLIC, STATE OF FLORIDA MY COMM. EXP. NOV. 24, 2018 COMM. #FF179025 BONDED BY WESTERN SURETY COMPANY	Notary Public Print Name: Labert Mitchell My Commission expires: 11/24/18

2016 PAID REAL ESTATE

170445A₁₀₆₁₆₀₅

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ESCROW CD | MILLAGE CODE

ACCOUNT NUMBER ESCROW CD MILLAGE CODE
07007 001 000 APPLICABLE VALUES AND EXEMPTIONS BELOW 0400

4491 SW 62ND AVE

WWB REAL ESTATE INVESTMENTS 2563 SW 87TH DR STE 10 GAINESVILLE, FL 32608 COM NW COR SEC S 89 DEG 40 MIN 23 SEC E 2813.26 FT S 00 DEG See Additional Legal on Tax Roll

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS CNTY GENERAL MUNICIPAL SERVICES TAXING UNIT	8.9290	94,600	0	94,600	844.68
UNINCORPORATED SERVICES SHERIFF LAW ENFORCE FIRE PROTECTION SERV ALACHUA CNTY LIBRARY DISTRICT	0.6325 2.4342 1.7705	94,600 94,600 94,600	0 0 0	94,600 94,600 94,600	59.83 230.28 167.49
LIBRARY BONDS LIBRARY GENERAL SCHOOL BOARD OF ALACHUA COUNT	0.0750 1.3371	94,600 94,600	0	94,600 94,600	7.10 126.49
SCHL CAP32 PROJECT (S01) SCHL DISCRNRY & CN (S01) SCHL GENERAL SCHOOL VOTED (S01) ST JOHNS RIVER WATER MGT DISTR	1.5000 0.7480 4.6880 1.0000 0.2885	94,600 94,600 94,600 94,600 94,600		94,600 94,600 94,600 94,600 94,600	141.90 70.76 443.48 94.60 27.29

TOTAL MILLAGE 23.4028 AD VALOREM TAXES \$2,213.90
WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

PAY ONLINE WITH E-CHECK



SCAN TO PAY

NO	N-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	UNIT RATE	AMOUNT
NON-AD VALOREM ASSESSMEN	ITS	\$0.00
NON-AD VALOREM ASSESSMEN	113	\$0.00

PAY ONLY ONE AMOUNT. •

COMBINED TAXES AND ASSESSMENTS \$2,213.90

If Paid By Apr 28, 2017 Please Pay \$0.00

JOHN POWER, CFC

2016 PAID REAL ESTATE

1061605

ALACHUA COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • PO BOX 142340 • GAINESVILLE, FL 32614-2340

ACCOUNT NUMBER	SITUS	MESSAGE
07007 001 000	4491 SW 62ND AVE	

WWB REAL ESTATE INVESTMENTS 2563 SW 87TH DR STE 10 GAINESVILLE, FL 32608

IF PAID BY	PLEASE PAY
☐ Apr 28, 2017	\$0.00