Filing # 244609204 E-Filed 03/25/2026 04:46:34 PM

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT IN AND FOR ALACHUA COUNTY, FLORIDA
CIVIL ACTION

BRIDLEWOOD OF HIGH SPRINGS, LLC,

Plaintiff,

v.

KATHERINE WEITZ,

Defendant.

Case No. 01 2026 CA 934

COMPLAINT

PLAINTIFF, BRIDLEWOOD OF HIGH SPRINGS, LLC ("Bridlewood"), by and through its undersigned counsel, hereby files this Complaint against the **DEFENDANT**, Katherine Weitz ("Weitz"), and, in support thereof, states:

JURISDICTION, VENUE, AND PARTIES

1. This is an action for damages exceeding $50,000.00, exclusive of interest, costs and attorneys' fees, making jurisdiction proper in the Circuit Court for Alachua County, Florida.
2. Venue is proper in Alachua County, Florida, pursuant to Section 47.011, Fla. Stat., as the causes of action accrued in Alachua County and the real property subject to this litigation is located in Alachua County.
3. Bridlewood is a Florida limited liability company with its principal place of address located at 5150 Tamiami Trail North, Suite 304, Naples, Florida 34103.
4. Weitz is a citizen of the State of Florida. At all times material hereto, and in connection with the conduct alleged herein, Weitz has been a member of the High Springs City Commission.

GENERAL ALLEGATIONS

5. Bridlewood is the developer of approximately 687.44+ acres of land on property described as parcel no. 01487-000-000, parcel no. 01486-000-000, parcel no. 01511-001-000, parcel no.

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01529-001-000, and parcel no. 01529-002-000 (collectively referred to herein as "Property"), which are all parcels of land lying within the City of High Springs, Alachua County, Florida.

6. In 2022, Bridlewood and the City of High Springs ("City") entered into the Bridlewood Development Agreement ("BDA"). A true and correct copy of the BDA is attached hereto as **Exhibit A**.
7. The BDA was approved by the City in October 2022.
8. Pursuant to Section 2.1 of the BDA, the Property "shall be developed to accommodate a mixed-use development which includes residential development, commercial development and public, school and community facilities."
9. Weitz has repeatedly, and wrongly and unjustifiably, interfered with Bridlewood's ability to develop the Property and proceed with construction of the anticipated residential development and associated construction and development.
10. Weitz has misused her office and has acted outside the scope of the authority granted by that office through the City of High Springs Home Rule Charter by repeatedly violating the Charter.
11. Weitz has a personal interest in seeing the development not proceed, and has engaged in repeated and concerted efforts to stymie and/or prohibit the development of the Property by Bridlewood and those working under Bridlewood's control and/or direction.

12. Prior to the first Plan Board meeting on Bridlewood, Weitz sent a text message to the wife of a former mayor attempting to drum up support for opposition to the development by Bridlewood, requesting that the wife of the former mayor encourage attendees at the meeting to speak up and object to the proposed development in order to prevent it. Weitz encouraged others to do so as well.

13. On August 30, 2022, a meeting occurred before the High Springs Plan Board regarding the Property and development by Bridlewood ("August Meeting"). The purpose of the August

Meeting was to amend the planned development and to address the 1925 and 2005 previously approved plats.

14. During the August Meeting, Weitz, by all appearances and indications, had pre-arranged with the planning technician, Krystie Adkins, to read correspondence from a constituent which seemed to contain all of Weitz's arguments against the development. Weitz' engagement in this activity was improper and a clear conflict of interest as, at that time, Weitz was a member of the City Commission. Weitz should not have been attempting to influence the Plan Board, an advisory board to the City Commission, while she was a Commissioner, who was responsible for subsequently voting on the Plan Board's recommendations on the Bridlewood project.
15. At the August Meeting, directly after the correspondence from the constituent was read, the Plan Board tabled the decision and set it to be heard on September 27, 2022.
16. On September 27, 2022, another meeting occurred before the Plan Board. Prior to the meeting, Weitz sent text messages to the wife of a former mayor attempting to drum up support for opposition to the development by Bridlewood, requesting that the wife of the former mayor encourage attendees at the meeting to speak up and object to the proposed development in order to prevent it.
17. At a City Commission meeting on October 13, 2022 Weitz attempted to prevent the City from reserving capacity for Bridlewood in its Waste Water Treatment Plant ("WWTP").
18. During the quasi-judicial hearing on October 13, 2022 Weitz questioned the traffic entrance nearest her property without disclosing the proximity of her own residence to this entrance.
19. During this quasi-judicial hearing on October 13, 2022 where only expert testimony was to be considered in the decision making process, Weitz delayed the proceedings by presenting the "research" she had gathered and declared the Bridlewood lot sizes were incompatible with the surrounding community. The hearing was on zoning compatibility and not lot sizes.

20. During this quasi-judicial hearing on October 13, 2022 Weitz expressed hope that her "presentation" would be considered expert testimony on water quality and she spoke at length on water quality and the environment again, for purposes of delay, despite the fact she had not been sworn, was not qualified as an expert, and the subject of the hearing was zoning.
21. A second quasi-judicial hearing on zoning was had on October 27, 2022 where Weitz again delayed the vote on zoning with another filibuster on water, a request that the project be delayed in order to hold more public meetings, performed her earlier presentation on her own research on lot sizes, and presented misinformation about an earlier development.
22. On June 13, 2023, Weitz spoke at a County Commission meeting against a water/sewer line issue that her High Springs Commission had already approved, while identifying herself as a member of the High Springs Commission. She added that her Commission had also approved Bridlewood but that she had voted against that development and invited the County Commissioners to take a look at the High Springs WWTP which has asbestos pipes.
23. Just prior to the City Commission meeting of January 25, 2024, on January 19, 2024, Weitz asked a new City Attorney if she could obtain the engineering plans and drawings for the Bridlewood development from Plan Board members. This request should have gone through the City Manager's office, but was done clandestinely. Weitz received the plans.
24. On January 23, 2024, Weitz also, behind the City Manager's back, requested the traffic impact study from Planning Tech Krystie Adkins, who in turn offered Weitz the environmental study, the Code for endangered species, the Fish and Wildlife rules, and the engineer's comments.
25. On the morning of January 25, 2024, at approximately 8:34 a.m., the same day that the City Commission would be voting on whether to approve Phase 1A of the Bridlewood development, Weitz reported that there were ongoing and in progress disturbances from development related activity on a property in which there were allegedly gopher tortoises to the Florida Fish and

Wildlife Conservation Commission ("FWC"). Weitz reported to FWC that there was heavy clearing, and offered to provide a gopher tortoise survey to FWC. Weitz further provided her cell phone number to FWC so the FWC officer could contact her directly, and offered to set a time to discuss the situation in person with the responding officer.

26. On January 25, 2024, at approximately 10:37 a.m., Ashley Stathatos, then City Manager, provided an updated plat for the Bridlewood development, along with a Gopher Tortoise study that had just been received by Bridlewood's engineer, Chris Potts, P.E., LEED GA.

27. On January 25, 2024, at approximately 3:50 p.m., in response to Weitz's report, FWC sent a dispatch request to an officer to inspect the Bridlewood development area for gopher tortoises. The dispatch request states, in pertinent part:

> We received the following report of **suspected illegally activity and request officer dispatch**.
>
> **Mayor Katherine Weitz, reports on-going/in-progress disturbance from development-related activities on a property claimed to have gopher tortoise burrows**. Survey of the property was done recently and showed over 20 burrows on the property, this survey will be provided to FWC Gopher Tortoise Program ASAP and will be forwarded as soon as I receive them from the mayor. A gopher tortoise relocation permit has not been issued for this project, and **Mayor Weitz has reported heavy clearing of the 600 acre parcel**.
>
> Dispatch request: Please send an officer to search for and document locations of potentially occupied burrows on the development site and any potentially occupied burrows on adjacent properties. Please have the officer contact the regional gopher tortoise biologist, Jillian LeVasseur at 850-921-1020, with questions and to discuss the site visit. **The officer can also contact Mayor Katherine Weitz at (352) 642-2094 if additional information is needed. She provided her address (below) as a reference point and offered to set a time to discuss in person with responding officer**.

(**emphasis added**).

28. The City Commission meeting began at approximately 6:30 p.m. on January 25, 2024. The purpose of the meeting was for the City Commission to approve the final plat and development plan for the Bridlewood development.
29. Both Ms. Stathatos and Mr. Potts provided sworn testimony at the City Commission meeting on January 25, 2024. Ms. Stathatos presented background, and testified that City Staff had determined that the plat that was presented met all regulations of the City, and recommended approval of the final plat and development plan.
30. Mr. Potts presented the application for the plat, and Bridlewood's development plan. Mr. Potts testified that the Suwannee River Water Management District had issued a permit and had reviewed the environmental conditions for the project. Mr. Potts further testified that the environmentalist had found some gopher tortoises in the Phase 1 construction area, and that they were in the process of relocating them. Mr. Potts explained that Bridlewood had to wait for the Suwannee permit before it could apply to FWC for the relocation permit. Mr. Potts further explained that Bridlewood had the area designated and segregated so construction activities would not impact the gopher tortoises, and explained that all of the subject tortoises would be relocated in the next few weeks.
31. The presentation and testimony of Ms. Stathatos, then City Manager, and Mr. Potts, Bridlewood's engineer, demonstrated that the Bridlewood development project met the legal standards and requirements for approval at the January 25, 2024 City Commission meeting.
32. Weitz' various unjustifiable actions and wrongful conduct, including, but not limited to: improperly working with and through City employees to seek avenues for delaying or preventing the development, interfered with the Bridlewood development project. Not wanting a development in her backyard, Weitz turned herself inside out looking for ways to delay and/or sabotage the development, which had been the City Manager's successful attempt to extract huge

concessions from the Bridlewood developer. At one City Commission meeting alone (the January 25, 2024 meeting to approve the final plat and development plan for the Bridlewood development), Weitz:

i. Indicated she had called the School Board about concurrency for Bridlewood;

ii. Questioned lot width;

iii. Wanted an exhibit that had already been provided;

iv. Requested information about pipes under roadways;

v. Wanted specifications for the lift station generator;

vi. Asked about the plug for the generator;

vii. Complained about a typo on the engineering plans;

viii. Inquired about traffic studies;

ix. Disagreed with City Staff assessments;

x. Disagreed with engineering assessments, despite not being a licensed engineer;

xi. Criticized the City Manager for not providing engineering reports;

xii. Opined there was no current way to get re-used water to the Bridlewood development project;

xiii. Complained about "danger" to the tortoises, after actively reporting alleged construction activity in an area with gopher tortoises in an effort to obstruct, delay, and/or prohibit the Bridlewood development project, [a report which was not divulged to the Commission, and was later denied by Weitz.];

xiv. Demanded engineers' reports and permit for turtle relocation prior to approval of the development project [criteria not required for approval or by the BDA];

xv. Sought sewer looping in Phase 1 of the development project [an additional hurdle not required by City regulations or by the BDA];

xvi. Sought sewer looping sunset date [an additional hurdle not required

by City regulations or by the BDA];

xvii. Sought gopher tortoise relocation to be complete before approval of the development project [an additional hurdle not required by City regulations or by the BDA]; and

xviii. Wanted Bridlewood to stop work until the gopher tortoises were relocated. [an additional hurdle not required by City regulations or by the BDA]

33. The looping issue and the sunset date which Weitz introduced and pushed for were added to the Motion to Approve the Bridlewood Development Plan. Weitz then moved to amend that motion to require the additional hurdles she requested but nobody would second her motion.

34. Weitz was told at the meeting that the permit to remove the gopher tortoises could not be requested until Suwannee River Water Management had issued its permit, which had been issued just prior to the meeting. At the time Weitz demanded that the gopher tortoises be relocated prior to approving the Bridlewood project, Weitz knew or believed that approval of the development project by the City Commission was required in order for Bridlewood to apply for a permit to relocate the gopher tortoises. Weitz made the demand with the intent to place the project in a Catch-22 position as approval of the development project was needed to apply for the removal permit and Bridlewood could not go forward until the removal was completed.

35. On 15 April 2024 the Plan Board met on Bridlewood's proposed Community Development District ("CDD") and approved it. Rick Testa, Plan Board member, voted against it, but had no comment about the CDD at that meeting.

36. On 18 April 2024 Weitz asked the City Attorney to obtain information on the CDD for her to share with the new City Manager ***before*** the information came to the other Commissioners.

37. On April 25, 2024, Rick Testa appeared at the City Commission meeting and spoke against the Plan Board decision on the CDD, presenting a copious amount of misinformation to the Commission.

38. At the May 23, 2024, City Commission meeting on the CDD Weitz, again, presented her own research and much misinformation in an attempt to confuse the two new members of the Commission. Despite being reminded they were at the meeting to discuss the CDD and not the Bridlewood project, as it had already been approved, Weitz attacked the approval of the project from several angles.
39. Despite the meeting's purpose being advertised as a vote on the CDD, the issue was tabled, at the request of Weitz that a workshop be scheduled on the CDD.
40. On October 1, 2024, at an Alachua County Commission meeting on Mill Creek Sink Project, Weitz appeared in a City Commissioner shirt with the City seal and her name, and introduced herself as the current Mayor of High Springs. During her time at the podium, she complained to the County about sinkholes at the WWTP and Bridlewood.
41. On November 21, 2024, the Commission and Plan Board held a joint meeting and workshop on the CDD. Weitz personally advertised this meeting on Facebook and stated falsely she was hosting this public meeting.
42. At this meeting, Weitz presented more misinformation she had gathered and was supportive of others who did the same. Rick Testa falsely and recklessly claimed that the CDD was unconstitutional and presented an encyclopedia of false information about Community Development Districts generally.
43. On February 13, 2025, a meeting occurred before the City Commission Meeting on the vote for the CDD. Weitz presented her own research/misinformation again insisting on comparing Tampa to High Springs in terms of home prices, conflated luxury community with luxury home, pulled high numbers out of the air and described the homeowners association fees as being equal to the CDD fees, despite being repeatedly told she was incorrect.

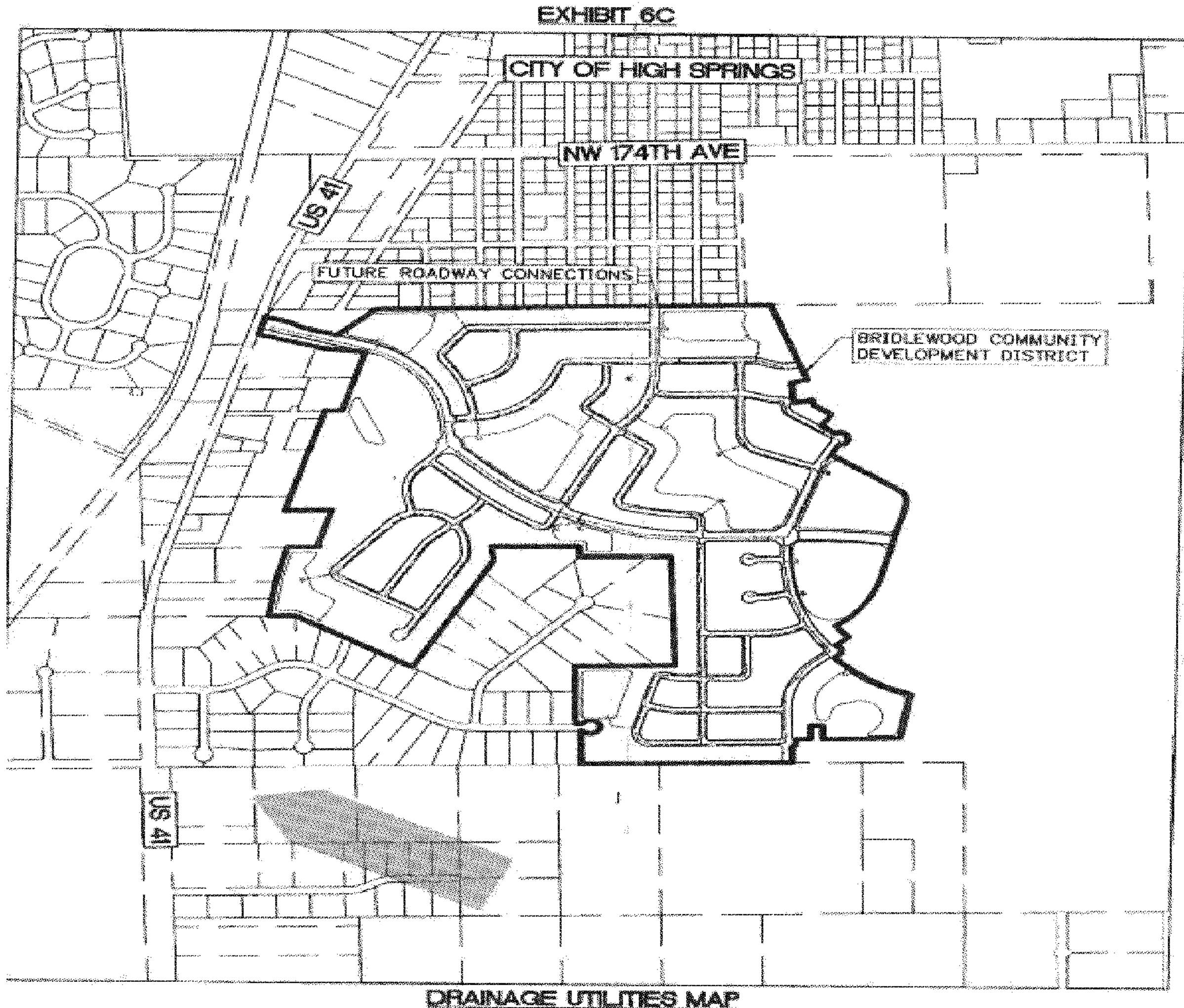
44. To add to the confusion, Weitz cited Mr. Testa's misinformation and declared the CDD unconstitutional. It was evident from the questions asked by the two new commissioners they were confused by all this intentional misinformation.

45. Weitz made the motion to deny the CDD and it carried 3/2.

46. Weitz took the actions outlined in this Complaint in a directed, intentional, and concerted effort to stall, delay, and/or prohibit the Bridlewood development project, and encouraged others to do so as well, because of the proximity of the Bridlewood development project to Weitz's personal residence.

47. A map depicting the proximity of the development project to Weitz's personal residence is below[1]:

[1] The blue arrow depicts Weitz's personal residence.



48. Bridlewood has retained Coleman, Yovanovich & Koester, P.A., to represent it in this action, has incurred an obligation to pay said firm a reasonable fee, and is entitled to recover its reasonable attorneys' fees and costs from Weitz.

49. All conditions precedent to filing this action have been satisfied or have otherwise been waived.

COUNT I -
VIOLATION OF DUE PROCESS UNDER 42 U.S.C. § 1983

50. Bridlewood sues Weitz for violation of due process pursuant to 42 U.S.C. § 1983.

51. Bridlewood incorporates the allegations contained in paragraphs 1 through 49 of this Complaint, as though fully set forth in this paragraph.

52. 42 U.S.C. § 1983 states, in pertinent part:

> Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable.

53. Weitz has taken Bridlewood's property through her persistent and repeated improper and wrongful conduct in interfering with and/or denying Bridlewood the right to proceed with its development project.
54. Weitz's improper scheme was done to subject or cause Bridlewood to be subjected to the deprivation of Bridlewood's rights, privileges, and immunities in connection with its due process rights to have Bridlewood's application(s) and the associated development project considered, evaluated, and approved timely, properly, appropriately, without bias, and through the proper application of the governing land development code and associated regulations.
55. Weitz's actions constitute an intentional abuse of governmental power such that Weitz acted arbitrarily and unreasonably in depriving Bridlewood of its constitutionally protected due process rights.
56. Bridlewood has suffered damages as a result of Weitz's violations of its due process rights.

WHEREFORE, **PLAINTIFF**, BRIDLEWOOD OF HIGH SPRINGS, LLC, respectfully requests this Court to: (i) enter a judgment in favor of the Plaintiff and against the Defendant, Katherine Weitz, for all of the Plaintiff's damages, pre-judgment interest, and attorneys' fees and costs, pursuant to, among other reasons, 42 U.S.C. § 1988; and (ii) award the Plaintiff any other relief which this Court deems just and appropriate.

COUNT II -
VIOLATION OF EQUAL PROTECTION UNDER 42 U.S.C. § 1983

57. Bridlewood sues Weitz for violation of equal protection pursuant to 42 U.S.C. § 1983.

58. Bridlewood incorporates the allegations contained in paragraphs 1 through 49 of this Complaint, as though fully set forth in this paragraph.

59. 42 U.S.C. § 1983 states, in pertinent part:

> Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable.

60. Weitz has taken Bridlewood's property through her persistent and repeated intentionally improper and wrongful conduct in interfering with and/or denying Bridlewood the right to proceed with its development project.

61. Weitz's improper scheme was done to subject or cause Bridlewood to be subjected to the deprivation of Bridlewood's rights, privileges, and immunities in connection with its due process rights to have Bridlewood's application(s) and the associated development project considered, evaluated, and approved timely, properly, appropriately, without bias, and through the proper application of the governing land development code and associated regulations.

62. Bridlewood is a class of one in terms of its efforts to develop the Property and proceed with its development project.

63. Based on Weitz's interference, failure and/or refusal to consider, evaluate, and approve Bridlewood's application and the associated development project timely, properly, appropriately, and without bias, and through the proper application of the governing land development code

and associated regulations, Bridlewood was intentionally treated differently from others similarly situated with no rational basis for the difference in treatment.

64. Weitz's actions constitute an abuse of governmental power such that Weitz acted arbitrarily and unreasonable in depriving Bridlewood of its constitutionally protected rights.

65. Bridlewood has suffered damages as a result of Weitz's violations of its constitutionally protected rights.

WHEREFORE, **PLAINTIFF**, BRIDLEWOOD OF HIGH SPRINGS, LLC, respectfully requests this Court to: (i) enter a judgment in favor of the Plaintiff and against the Defendant, Katherine Weitz, for all of the Plaintiff's damages, pre-judgment interest, and attorneys' fees and costs, pursuant to, among other reasons, 42 U.S.C. § 1988; and (ii) award the Plaintiff any other relief which this Court deems just and appropriate.

COUNT III -
IMPROPER TAKING

66. Bridlewood sues Weitz for an improper taking.

67. Bridlewood incorporates the allegations contained in paragraphs 1 through 49 of this Complaint, as though fully set forth in this paragraph.

68. The Fifth Amendment to the United States Constitution prohibits the taking of private property for public use without just compensation. Article X, Section 6 of the Florida Constitution prohibits the taking of private property for a public purpose without full compensation therefor paid.

69. Weitz has taken Bridlewood's property through her persistent and repeated intentionally improper and wrongful conduct in interfering with and/or denying Bridlewood the right to proceed with its development project.

70. Weitz's conduct deprived, and is currently depriving, Bridlewood of all economically viable uses of the Property.
71. Weitz's improper scheme was done to subject or cause Bridlewood to be subjected to the deprivation of Bridlewood's rights, privileges, and immunities in connection with its due process rights to have Bridlewood's application(s) and the associated development project considered, evaluated, and approved timely, properly, appropriately, without bias, and through the proper application of the governing land development code and associated regulations.
72. Bridlewood is a class of one in terms of its efforts to develop the Property and proceed with its development project.
73. Based on Weitz's interference, failure and/or refusal to consider, evaluate, and approve Bridlewood's application and the associated development project timely, properly, appropriately, and without bias, and through the proper application of the governing land development code and associated regulations, Bridlewood was intentionally treated differently from others similarly situated with no rational basis for the difference in treatment.
74. Weitz's actions constitute an abuse of governmental power such that Weitz acted intentionally, arbitrarily and unreasonably in depriving Bridlewood of its constitutionally protected rights.
75. Bridlewood has suffered damages as a result of Weitz's violations of its constitutionally protected rights.

WHEREFORE, **PLAINTIFF**, BRIDLEWOOD OF HIGH SPRINGS, LLC, respectfully requests this Court to: (i) enter a judgment in favor of the Plaintiff and against the Defendant, Katherine Weitz, for all of the Plaintiff's damages, pre-judgment interest, and costs; and (ii) award the Plaintiff any other relief which this Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial for all issues so triable.

Dated this 25th day of March, 2026.

COLEMAN, YOVANOVICH & KOESTER, P.A.

By: */s/Matthew B. Devisse*________

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Exhibit
A

BRIDLEWOOD DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Bridlewood of High Springs, LLC ("Developer") and the City of High Springs, Florida, (the "City") (Developer and City, being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective on the Effective Date.

ARTICLE I

RECITALS

WHEREAS, Developer is the Developer of approximately 687.44± acres of land on property described as parcel no. 01487-000-000, parcel no. 01486-000-000, parcel no. 01511-001-000, parcel no. 01529-001-000 and parcel no. 01529-002-000, parcels of land lying within City of High Springs, Alachua County, Florida (the "County") described in **Exhibit A** (the "Property") which property is undeveloped; and

WHEREAS, Developer intends that the Property be developed as a master-planned development pursuant to development regulations contained in this Agreement; and

WHEREAS, this Agreement will be recorded in the public records of the County (so as to bind Developer and all future Developers of the Property or any portion thereof), and will provide regulatory certainty during the term of this Agreement; and

WHEREAS, this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan; and

WHEREAS, development of the Property will increase the City's tax base, expand the customer base for the City's retail businesses, and increase the City's population; and

WHEREAS, Developer acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, Developer understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit Developer's development of the Property;

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to The City of High Springs Land Development Code Section 11.15.01 and Section 11.15.04 and this Agreement shall be adopted by Ordinance pursuant to §163.3225 Florida Statutes

(2021).

NOW THEREFORE, in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Governing Regulations. The Property shall be developed to accommodate a mixed-use development which includes residential development, commercial development and public, school and community facilities. Development of the Property shall be governed by this Agreement, Code of Ordinances of the City of High Springs and the following regulations (collectively, the "Governing Regulations"):

(a) The City's Comprehensive Plan and all other provisions of this Agreement (the "Comprehensive Plan");

(b) Land Development Code and all other provisions of this Agreement (the "Land Development Code");

(c) The City's Manual of Development and Design Standards and all other provisions of this Agreement (the "Manual of Development and Design Standards");

(d) Building, mechanical, electrical, plumbing, energy conservation and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, mechanical, electrical, plumbing, energy conservation and fire codes that are uniformly applicable to similarly situated development within the City's corporate boundaries (the "Building Codes");

(e) City Fire Protection System Design Standards;

(f) Water Management District Environmental Resource Permits;

(g) Florida Department of Environmental Protection Permits;

(h) Alachua County Stormwater Code; and

(i) Bridlewood Development Master Plan, Concept Plan attached at **Exhibit B** ("Concept Plan").

2.2 Bridlewood Development Master Plan. The design and development of the Bridlewood community shall take place in general accordance with Exhibit B, the Bridlewood Development Master Plan, also known as the ("Concept Plan").

2.3 Single-Family Detached Residential Development. The residential land use area is for single-family detached residential development and associated uses. A maximum of 442.41 acres or 64.4% of the property shall be usable for single-family detached residential development. The maximum allowable density for detached residential development shall be 1432 lots.

2.3.1	Minimum single-family lot size area:	7,000 square feet, 69% of lots 8,000 square feet, 20% of lots 10,000 square feet, 11% of lots
2.3.2	Minimum single-family lot width:	70 feet, 69% of lots 80 feet, 20% of lots 100 feet, 11% of lots
2.3.3	Minimum single-family lot depth:	100 feet
2.3.4	Minimum single-family home size:	1,500 square feet

2.4 Single-Family Attached/Medium Density Residential Development. The medium density residential land use area is for single-family attached/medium density residential development to include single-family detached homes, single-family attached homes, multi-family units, duplexes, town homes, condominiums, age-restricted units, independent living facilities, assisted living facilities, memory care facilities and associated uses. A maximum of 105.57 acres or 15.15% of the property shall be usable for single family attached/medium density residential development. The maximum allowable density of single family attached/medium density residential development shall be 250 multi-family units and 200 independent living, assisted living or memory care units. The maximum number of units per acre is twenty-five (25) units.

2.5 Conversion Rate. Each residential housing type may be exchanged with other residential uses at a 1:1 conversion rate. The maximum number of residential units permitted shall be limited to 2,000 units.

2.6 Commercial Development. A maximum of 3.00 acres or .4% of gross area of the property shall be usable for non-residential purposes. The maximum allowable density is 300,000 square feet. The school building square footage and all public facilities shall be excluded from the total

non-residential square footage. Non-residential uses are intended to be for retail, restaurants, personal services, private schools, daycares and professional offices. Other uses that meet the intent of this Agreement may be approved by the City Manager or designee. Industrial uses shall not be permitted within the commercial development.

2.7 Public Facilities. Land is to be set aside and dedicated to the City of High Springs at preliminary platting for future public facilities which may include a future Police/Fire Station.

2.8 Parks Recreation and Open Space. A minimum of 60.60 acres or 8.8% of the gross area of the property shall be usable amenity, parks, recreation and open space.

2.9 School Site. A minimum of 33.99 acres or 5% of the gross area of the property shall be usable for a school site. An additional acre will be made available to the school if required. If Alachua County School Board requires a separate development agreement to memorialize the exaction, the City will cooperate in the process and execute any necessary instruments as required by the Alachua County School Board. In the event the property is not utilized by the Alachua County School Board, the property shall be deeded to the City for an alternative public use.

2.10 Community Development District. Developer intends to establish a Community Development District for purposes of public infrastructure financing and management. City approval is through separate ordinance or resolution.

2.11 Zoning. Developer understands that the rezoning process is subject to all City ordinances and regulations governing rezoning, including, but not limited to, review by the City, all applicable public hearings, and approval by the City Commissioners. Further, the Developer understands and concedes that the City will not and cannot by law waive the requirements governing the rezoning process.

2.12 Development Standards Revisions and Waivers. The City Commission may waive strict compliance with the Development Regulations on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Commission, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

2.13 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III
DEVELOPMENT PROCESS

3.1 **Jurisdiction.** The City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats for the Property and approval of plans and specifications for public facilities in accordance with this Agreement.

3.2 **Plats Required.** Development of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement.

3.3 **Construction Plans and Specifications Required**. Prior to approval of the final plat, final construction plans and specifications for water, sewer, roads and drainage are required. All utility easements, their location and dimension shall be provided within the construction plans and specifications.

3.4 **Approval of Plats, Construction Plans and Specifications.** Approval by the City of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by any firm or person that provides engineering services to Developer, it being the intent of the parties that approval by the City signifies the City's approval on only the general design concept of the improvements to be constructed.

3.5 **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

3.6 **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

3.7 **Traffic Impact Analysis Required.** Prior to approval of the final plat, a Traffic Impact Analysis (TIA) may be required to coordinate land use and transportation facility development and to adequately assess the traffic-related impacts of the proposed development. The report must be

prepared by a registered professional engineer (PE) with adequate experience in transportation engineering and should at a minimum include the total trips generated by the project and distribution of trips onto adjacent streets. The City's Engineer will determine the study area and type of demand forecasting model to use in the TIA. Prior to approval of the final plat, the Developer must provide a plan approved by the City for adequately mitigating the impact of traffic from the proposed development and addressing what, if any, capital improvements are needed to accommodate traffic from the proposed development. Where a TIA demonstrates the need for off-site facilities or improvements to existing adjacent facilities, the Developer shall dedicate and/or acquire the necessary right-of-way, construct and finance such improvements to adjacent streets, off-site collector and arterial streets and intersections as are necessary to mitigate traffic impacts generated by the development. Impact fees may be used for off-site improvements that are needed.

3.8 Declaration of Covenants, Conditions & Restrictions and Home Owner's Association Articles of Incorporation & Bylaws Required. The Declaration of Covenants, Conditions & Restrictions and the Home Owner's Association ("HOA") or Property Owner's Association ("POA") Articles of Incorporation, Charter & Bylaws and deed restrictions related thereto shall be submitted to the City for review and approval prior to the final plat approval and shall be filed in the Public Records of Alachua County, Florida upon filing of the final plat in order to ensure that there is an entity in place for long-term maintenance of improvements, facilities and common property. The HOA or POA shall at a minimum be responsible to maintain the streets, stormwater drainage system, common utility systems such as irrigation, lighting and signage, common areas, open space and recreational facilities. The HOA or POA shall not be required for maintenance and improvements of improvements, facilities and common property being taken care of by a Community Development District should one be put in place. There shall be provisions that allow the City or its lawful agents, after due notice to the HOA or POA to take over the maintenance of improvements, facilities and common property using association funds including the removal of any landscape systems, features or elements that cease to be maintained, to initiate and take over projects that are necessary to the life, health and safety of persons, perform the responsibilities of the association if the association or district fails to do so, to assess the association for all costs incurred by the City in performing said responsibilities if the association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to State Law or City Codes or regulations. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between the property Developer or occupiers of the Property.

3.9 Phasing. The development may be built in multiple phases. Each phase may be permitted independent of any other phases. However, each phase of the development shall be so planned and so related to previous development, surrounding properties and available public facilities and services so that a failure to proceed with subsequent phases of development will have no adverse impact on surrounding properties.

3.10 Public Improvements Required. Public improvements that are required for acceptance of the subdivision by the City shall include the following: water and wastewater facilities, streets, sidewalks, storm water drainage, collection and conveyance facilities, erosion and sedimentation controls, screening and/or retaining walls (where required); appurtenances to the above, and any other public facilities required as part of the subdivision.

3.11 Design. Construction and Inspection of Public Improvements.

3.11.1 All Public Improvements constructed or caused to be constructed by Developer shall be designed and constructed in compliance with the Governing Regulations and this Agreement and require construction drawings to be filed with the proposed phase of the development.

3.11.2 All utilities shall be installed underground. Utilities are defined for this purpose as water, wastewater, stormwater, electric wires and fiber conduit.

3.11.3 The City shall approve or disapprove plans and specifications, including resubmittals. In the event the City disapproves any plans and specifications, the City shall provide an explanation of the items that need to be corrected. Developer shall revise the plans and specifications appropriately and resubmit to the City for review.

3.11.4 Developer shall receive written approval from the City of plans and specifications for the Public Improvements prior to commencing construction. No construction shall commence until final plans and specifications for Public Improvements have been approved in writing by the City.

3.12 Site Development Related Work. Prior to beginning any site development related work, documentation to permit such work shall be required from the City. Site development work includes but is not limited to filing, excavation, clearing, removal of vegetation or trees and any work that affects erosion control and drainage

3.13 Construction of Public Facilities. Prior to commencing construction of any Public Improvements, all contractors participating in the construction of the development shall meet with the City for a pre-construction conference, and documentation to permit construction shall be required from the City.

3.14 Conditions prior to authorization. Prior to issuing documentation to permit construction, the City Manager or their designee shall be satisfied that the following conditions have been met:

(1) The final plat has been approved by the City (and any conditions of such approval have been satisfied);

(2) All required engineering plans and documents are completed and approved by the City;

(3) All necessary off-site easements and dedications required for city-maintained facilities have been conveyed to the City;

(4) A complete list of contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the City;

(5) All applicable fees must be paid to the city;

(6) The City is in receipt of a performance bond or other security equal to 110% of construction costs; and

(7) The City has been provided with insurance policy documents naming the City as additional insured.

3.16 **Security.** Sufficient security shall be provided covering the completion of the public improvements until they have been accepted by the City and maintenance bonds have been accepted and approved by the City. The security shall be in the form of cash escrow or, where authorized by the city, a performance bond, letter of credit, or other security acceptable to the City Attorney. Security shall be in an amount equal to 110% of the estimated cost of completion of the required public improvements and lot improvements. The City Engineer shall review and approve the cost estimates provided by the Developer. In the event the Developer fails to comply with the terms of this Agreement, the City may draw on the security in whole or in part, without notice, by delivering or mailing by certified mail to the issuer a statement identifying the amount of the draw and an attested copy of the resolution authorizing the draw. In addition, if the development work is not completed at least 30 days prior to the expiration of the Security, the City may draw on the Security in the same manner.

3.17 **Insurance.** Prior to start of construction of the public improvements, Developer shall provide at no cost to the City, a policy or policies of insurance naming the City as additional insured on a primary and noncontributory basis from insurance companies acceptable to the City and licensed in the State of Florida with coverage limits as set forth below.

(1) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of $1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer's performance under this Agreement, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable,

including, without limitation:

(2) Claims brought under worker's compensation. If Developer has no employees who are eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(3) Claims for the personal injury, occupational illness or death of Developer's employees, if any;

(4) Claims for the personal injury, illness or death of any person other than Developer's employees or agents;

(5) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(6) Claims for property damage or personal injury or death of any person arising out of the Developership, maintenance or use of any motor vehicle;

(7) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;

(8) Premises and Operations;

(9) Independent Contractors;

(10) Products;

(11) Blanket Contractual or its current equivalent policy language;

(12) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(13) Broad Form Property Damage or its current equivalent policy language;

(14) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(15) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than $1,500,000.00 Combined Single Limit general liability and $1,500,000.00 Combined Single Limit automobile

liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Agreement. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(16) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(17) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Agreement.

3.18 Inspection of Public Improvements Required. Public Improvements shall be inspected and tested for compliance with the Governing Regulations and this Agreement by the City's Engineer or Construction Inspector. The Developer shall notify the City's Engineer or Construction Inspector two business days, 48 hours, prior to commencement of construction and one business day, 24 hours, prior to inspection of storm sewers and underdrains, roadway subgrade, roadway curb and concrete work, roadway base course, roadway surface course and all construction installations. For final inspections, Developer shall notify the City's Engineer or Construction Inspector 5 days in advance of final walk through. The City shall have the right to inspection of all construction work being performed. If the City's Engineer or Construction Inspector finds upon inspection that any of the public improvements have not been constructed in accordance with the approved construction plans, the City's Development and Designs Standards, then, the Developer shall be responsible for completing and correcting the deficiencies (at his/her expense) such that they are brought into conformance with the applicable standards. Any change in design that is required during construction shall be made by a licensed professional engineer. All revisions shall be approved by the City's Engineer.

3.19 <u>Construction Inspection Fee.</u> Construction of infrastructure shall be subject to a fee equal to 1.5% of the construction costs of such infrastructure and shall be collected by the City at the pre-construction conference. The Developer shall submit to the City an estimate of construction costs. The City shall either approve or disapprove the estimate and send a copy of said approval or disapproval to the Developer. If the City does not approve the estimate, an attempt shall be made to negotiate an acceptable estimate. Construction shall not

begin until an estimate has been approved by the City, and the associated fees have been paid. Upon completion of construction, the Developer shall submit to the City documentation showing actual cost of construction when construction is completed. If the actual cost of construction is less than the original estimate, the city shall refund the appropriate amount. If the actual cost of construction is greater than the original estimate, the Developer shall pay to the city the appropriate amount.

3.20 **Effect of Acceptance.** The subdivision shall be accepted after the following conditions have been met:

(1) All Public Improvements have been completed.

(2) A final walk through of the subdivision has occurred and all deficiencies corrected to the satisfaction of the City's Engineer and Construction Inspector.

(3) The Developer's engineer or Registered Professional Land Surveyor has certified to the City's Engineer (through submission of detailed sealed "as-built", or record, drawings of the property) drawings that indicate all Public Facilities and their locations, dimensions, materials and other information required by the City's Engineer.

(4) The Developer has transferred all rights of the public facilities to the City for use and maintenance (where applicable).

(5) Developer warrants all public improvements against any defects, poor material and faulty workmanship for a period of one year after its completion by Developer and acceptance by the City. Any replacement work shall be so warranted for a period of one year after its completion by Developer and acceptance by the City.

(6) All landscaping including but not limited to trees, bushes, shrubs, grass and sod, shall be warranted to be established, alive, of good quality and disease free for twelve months after planting. Any replacements shall be so warranted for twelve months after planting of the replacement.

(7) Developer has posted maintenance bonds, in a form acceptable to the City and approved by the City Attorney, naming the City as obligee which secure all warranties.

(8) Any final fees by the Developer owed to the City have been paid.

(9) The City Manager has issued a letter of acceptance of all Public Improvements.

3.21 **Maintenance Bond.** Developer shall furnish a good and sufficient maintenance bond issued by a reputable and solvent corporate surety, in favor of the City, to indemnify the City against and guarantee the costs of any repairs which may become necessary to any part of the

construction work performed in connection with the subdivision, arising from defective workmanship or materials used for a full period of one year from the date of final acceptance of the entire project or a phase of the project if the City elects to accept a particular phase before the entire project is completed. The amount of the maintenance bond shall be equal to 20% of the cost of the improvements. Final acceptance will be withheld until said maintenance bond is furnished to and approved by the city attorney. The maintenance bond shall have attached a copy of the construction contract for such improvements and such other information and data necessary to determine the validity and enforceability of such bond. When the bond has been examined and approved, the city attorney shall so specify in writing to the city's development department. No permits shall be issued by the building inspector of the city on any piece of property other than an original or a re-subdivided lot in a duly approved and recorded subdivision or on a lot of record prior to the approval of any required maintenance bond.

3.22 Final Plat Recordation. The final plat shall not be recorded in Alachua County until all requirements above have been met. No lot may be sold, title conveyed or building permit issued until the final plat has been recorded in Alachua County.

ARTICLE IV
DEVELOPMENT FEES

4.1 Development & Building Fees. All standard fees and charges adopted by the City Commission are applicable to the development of this property. At no point in time will the Developer or Builder be "locked into" any existing fee structure. The developer and builder are responsible to pay any new fees or increase in fees adopted by the City Commission during the course of development. Any costs incurred by the City for professional services or contract work will be passed through to the Developer.

ARTICLE V
INFRASTRUCTURE

5.1 Roadways. The subdivision shall be served by improved streets having adequate capacity, ingress/egress and a safe, efficient and functional system for traffic circulation. Residential streets shall have at a minimum 50' right-of-way. Collector streets shall have a minimum 60' right-of-way. All right-of-way other than roadway areas shall be seeded and mulched or sodded and grass established. The City reserves the right to require sodding in special areas where erosion is a concern.

5.2 Sidewalks and ADA Ramps. A minimum of five foot (5') wide sidewalks, 4"thick, class 1 concrete (3000 PSI @ 28 days) shall be provided on both sides of all streets for pedestrian connectivity and walkability. All improvements shall meet ADA requirements.

5.3 Roadway Design & Construction. The design and specifications for roadways shall comply, at a minimum with the latest version of the Florida Department of Transportation (F.D.O.T.) "Roadway and Traffic Design Standards" (Standards), "FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways" (Florida Green Book), "A Policy on Geometric Design of Highways and Streets" (AASHTO Green Book), and the "Manual of Uniform Traffic Control Devices" (MUTCD). Material specifications and construction procedures shall comply with the latest version of the F.D.O.T. "Standard Specifications for Road and Bridge Construction" (Specifications). Residential roadways shall comply with the Roadway Standards referenced in Exhibit D.

5.4 Curb & Gutter Required. All roadways shall be constructed with curb and gutter. Concrete curbs shall be provided on both sides of all streets, class 1 concrete (3,000 psi concrete@ 28 days). Open-ditch streets shall not be permitted.

5.5 Quality Control. The Developer shall be required to have a qualified soils and materials testing laboratory certify to the City that all materials and improvements entering into the completed work are in compliance with the approved plans and specifications. The City's Engineer shall approve the testing laboratory. All costs shall be borne the by the Developer and copies of the test results shall be submitted to the City upon request.

5.6 Roadway Dedication. Roads within the subdivision shall be private and owned by the HOA, POA or the community development district should one be created.

5.7 Off-Site Roadway Improvements. To mitigate traffic impacts, a traffic study may be required to determine the impact of traffic on approach streets and streets adjacent to the proposed development. At the time of final platting, Developer may be required to agree to dedicate and/or acquire right-of-way or easements, construct and finance roadway and other public improvements. Developer may be required to install, reinstall or upgrade any street paving, curb, gutter, drainage, sidewalks, signage, lighting or public improvements as determined necessary by the City's Engineer. In such cases, the Developer shall be responsible for all engineering, testing, construction and inspection costs. Impact fees may be used for off-site improvements that are needed.

5.8 Grading and Drainage. Prior to issuance by the City of any grading permit for the Property, Developer shall submit to the City's Engineer and obtain written approval from the City's Engineer for final grading, drainage and storm sewer. Drainage shall be designed to prevent adversely impacting either upstream or downstream properties. An adequate storm sewer system consisting of inlets, pipes and other underground structures with approved

outlets shall be constructed to handle runoff of storm water. Final plans shall include calculations showing that the storm sewer system will not be overburdened. Final plans shall be accompanied by a site survey showing proposed grading, drainage and building pad elevations along with a certification by a registered land surveyor or engineer that the survey is in compliance with the plans. Developer shall, also, submit to the City Engineer and obtain written approval from the City's Engineer for any retaining walls identified on the plans. These plans shall include details with respect to the height, type of materials, and method of construction to be used for the retaining walls.

5.9 Installation of Utilities. Prior to final plat approval, Developer shall submit to the City's Engineer and obtain the City Engineer's approval of a final utility plan showing the location of all existing and planned utilities. The utility plan shall provide for utility services such as electrical, telephone, cable, fiber, water and sewer. The City may designate or assign locations for the installation of utilities within easements or rights-of-way dedicated to the City. All utilities below pavement must have a minimum cover of 36" and conform with the Utility Standards of the City of High Springs. The City Engineer will require High voltage utilities such as power shall be buried in accordance with the most current National Electric Code. Services for utilities shall be made available to the property line of each lot in such a manner as will minimize the necessity for disturbing pavement and drainage structures when connections are made. Water service connections to each lot shall be located so as to avoid locating water services under any driveways. An irrigation meter shall be installed on each lot that has irrigation. Placement of all utility installations shall be subject to inspection by the City.

5.10 Water Facilities. The development is required to connect to the City's water supply and distribution system. Water facilities shall be installed to adequately serve the development and each lot or tract therein and be sized to conform to City engineering standards and specifications. The City may require Developers to provide a water study, including adequate engineering data to support water demand projections, before final plans will be approved.

5.11 Extension of Water Mains. The Developer shall extend all water mains and appurtenances necessary to connect the development with the City's water supply and distribution system and shall extend such mains and appurtenances to all property lines of the subdivision to allow connection to these facilities by adjoining property Developers.

5.12 Sanitary Sewer Facilities. Developer is required to connect the development to the City's wastewater collection system. Wastewater facilities shall be installed to adequately serve the development of each lot or tract therein and shall be located and sized to conform to City engineering standards and specifications. The City may require Developer to provide a wastewater study, including adequate engineering data to support projected wastewater

discharge before final plans will be approved.

5.13 Extension of Sanitary Sewer Lines. Developer shall extend all sanitary sewer lines and appurtenances necessary to connect the development to the City's wastewater collection system and shall extend such lines and appurtenances to all property lines of the subdivision to allow connection to these facilities by adjoining property Developers.

5.14 Impact Fees. Impact fees may be used for off-site water, sewer, roadway and facility improvements that are needed. They may also be used for facilities required to have reclaimed water in the subdivision. All impact fees must be approved by the City Commission through an agreement between the Developer and the City.

ARTICLE VI
WASTEWATER TREATMENT PLANT CAPACITY

6.1 Plant Capacity. Developer understands that the City's wastewater treatment plant is nearing capacity. Plans are underway to expand the City's wastewater treatment plant. A new wastewater treatment plant expansion has been designed, funded and soon will be put out to bid. However, there is not a timeline for construction. As long as there is remaining capacity in the City's wastewater treatment plant, the City will continue to process building permits. However, the City reserves the right to stop issuing building permits at any time until the new wastewater treatment plant is complete and in full operation. Moving forward on the development of Bridlewood is at the Developer's own risk. Due to the existing platted lots within the development, capacity is reserved for up to five hundred residential units in the new wastewater treatment plant. This reservation shall expire within five years.

ARTICLE VII
LIGHTING PLAN

7.1 Lighting Plan. Prior to final acceptance of public improvements, Developer shall submit to the City and obtain the City's approval of a final street lighting plan. The final plan shall include light pole, fixture design and location. Light poles cannot exceed 36 feet in height. Designer street lights are encouraged, yet, they must be owned and maintained by the HOA or POA. The lighting plan shall provide that the lighting shall be no brighter than necessary, minimize blue light emissions, light only the area that is needed and shall be fully shielded (pointed downward). Fixtures must be screened to prevent glare into windows.

ARTICLE VIII
UTILITY APPURTENANCES

8.1 Utility Appurtenances. Utility appurtenances must be located in inconspicuous places or concealed by a landscape screen.

ARTICLE IX
TREE SURVEY & LANDSCAPE PLAN

9.1 Tree survey required. A tree survey of the subdivision shall be prepared by a licensed registered landscape architect or arborist. The tree survey shall include the location and size of all protected and unprotected trees on the property. If the site contains a large, heavily wooded area, the City Manager or designee may authorize the submittal of an aerial photograph accompanied by a transparent plan of the development at the same scale as the photograph, showing all areas where no trees will be altered, provided that all other areas are submitted to the City Manager or designee prior to final plat approval.

9.2 Landscape Plan. Prior to final plat approval, Developer shall submit to the City and obtain the City's approval of a landscape plan prepared by a landscape architect or arborist. Landscape Plans shall contain the following information: name and phone number of person who prepared the landscape plan, property lines with dimensions, location of all right(s)-of-way and easements, location, size and species of all trees to be preserved; location, size, species, opacity of all plant and landscaping material to be used, including plants, paving, screens, earthen berms, ponds, topography of site or other landscape features; the location of all landscape/buffer areas proposed, percentage of permanent site in landscaping, dimensions of all landscape areas and methods of irrigation, number of protected trees and unprotected trees on the site, number of protected trees Developer would like to remove, justification for removal of unprotected and protected trees, number of replacement trees required, and number, type and gallon size of replacement trees to be provided.

9.3 Landscaping Along Collector Streets. Along collector streets, developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per thirty-five linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design. The City Manager or designee may approve a decrease in the number of trees required based on existing tree cover and other site conditions.

9.4 Landscaping Along Retention/Detention Areas. In retention/detention areas, one large tree (minimum of three-inch caliper and seven feet high at time of planting) each fifty linear feet of the perimeter is required. The City Manager or designee may approve a decrease in the number of trees required based on existing tree cover and other site conditions.

9.5 Clear-cutting. Clear-cutting is prohibited unless specifically authorized by the City Commission.

9.6 Native Vegetation. The natural landscape of the subdivision shall be preserved as much as possible. Preservation of existing native plant communities may substitute for landscape requirements if approved by the City.

All required landscape areas shall retain existing native trees, shrubs, ground cover and grasses to the greatest extent possible. Plantings in required landscape areas shall be with plant species that are typical to the vegetative communities found in the surrounding area. For tree species, shrub and ground cover species, 40% native vegetation is required. Lawn areas are encouraged to have water-wise turfgrasses.

The City may require that reasonable changes be made to the landscape plan for the purpose of preserving or protecting any species or unique existing tree(s) or native habitat.

9.7 Landscape Plan Single-Family. All single-family homesites are required to have a landscape plan approved by the City. The landscape plan must show the type, size and location of the trees to be preserved, the location, common names and estimated size at planting of the proposed trees, shrubs, lawn and other living ground cover. All single-family lots shall be required to have one large tree (minimum three-inch caliper and seven feet high t time of planting) and ten shrubs per lot prior to final inspection. Existing trees and shrubs can be used to meet the requirements. A minimum of 40% of the required trees and shrubs shall be native species that are typical to the vegetative communities found in the surrounding area. One-hundred percent of the lot must be covered with lawn grass with low to moderate water needs or other approved living ground cover excluding the dwelling unit and accessory structures, parking/driveways, and walkways.

ARTICLE X
BUFFER & SCREENING

10.1 Buffer required. A twenty-five foot buffer area is required along the perimeter of the subdivision. Additional screening is required along lots that are adjacent to public streets. Screening may be one or a combination of the following: existing tees and vegetation, additional landscaping, earthern berm with shrubs a minimum of six feet in height, living landscape screen with decorative metal fence sections with masonry columns, masonry, brick or stone wall or other alternative form of screening approved by the City Manager or designee. Screening shall be seventy-five (75%) opaque within two years.

ARTICLE XI
SUBDIVISION ENTRANCE

11.1 Entrance. Freestanding signs are required at the entrances into the subdivision. Subdivision entrance signs must be monument signs constructed of stone, brick or other approved masonry materials compatible with surrounding development or may be located on a hardscape feature at the subdivision entrance. The maximum sign area of the entrance sign shall be 250 square feet, and the maximum height shall be eight feet. The City Manager may approve a larger sign. The Developer is encouraged to incorporate additional features into the subdivision entrance design which may include but not be limited to: increased number of trees, enhanced landscaping with seasonal color, additional green space, roundabout, focal point, water feature, sculpture or other artistry. The subdivision entrances must have a divided entryway. Subdivision entrance signage must be approved by the City.

ARTICLE XII
PARKS & OPEN SPACE

12.1 Parks & Open Space. Developer shall be required to provide a minimum of 60 acres or 8% of gross area of the site as usable parks, recreation and open space. Required parks and open space may include pocket parks, neighborhood parks, linear parks, clubhouses, amenity centers, pavilions, play structures, children's play areas, pools, splash pads, recreational courts, athletic courts, athletic fields, green infrastructure, promenades, courtyards, plazas, trails and other passive and active recreational improvements. Required yards and retention/detention areas are not considered parks and open space unless amenities are incorporated within them such as a walking trail, benches, dock, etc.

Each park and amenity center shall require site plan approval by the Park Board. Submission and approval of a parks and open space site plan drawn to scale is required at final plat. A concept plan for the subdivision's community park is attached as **Exhibit C**. This park must be under construction prior to the issuance of the three hundredth (300th) building permit and developed prior to the issuance of the six hundredth (600th) building permit.

The HOA, POA or Community Development District should one be created will own and maintain the parks and open space.

12.2 Neighborhood Pedestrian Pathway/Trail. A neighborhood pathway/trail shall be provided throughout the subdivision. The neighborhood pathway/trail shall be looped to provide interconnectivity between the residential areas and school site, public facilities, parks, open space, amenities and commercial areas. The neighborhood trail may be constructed of impervious hard surface, pavement, stone, crushed concrete, recycled asphalt or pervious natural or mulch materials. The neighborhood trail shall be a minimum of eight (8) feet width.

ARTICLE XIII

RESIDENTIAL ARCHITECTURAL DESIGN GUIDELINES

13.1 Residential Architectural Design Criteria. The purpose of the residential architectural design guidelines is to encourage the design and construction of single-family homes which harmonize with their surroundings and demonstrate a high standard of quality.

13.2 Building Materials. The following materials shall be required on all single family detached dwelling units. At least 75% of the façade (excluding doors and windows) shall be finished in one of the following materials: brick, stone, man-made stone, stucco utilizing a three-step process, hardie board, or cementitious horizontal siding in a paintable finish with a 50-year warranty. Other materials may be used if approved by the Plan Board.

13.3 Restricted Building Materials. The following materials shall be allowed up to 15% of each façade for architectural features or as accent material: Treated engineered wood or natural wood (naturally resistant to decay), synthetic material, reinforced exterior insulating finishing system (EIFS), cementitious fiberboard or similar material over cementitious base, rock, glass block or tile. Other materials may be used if approved by the Plan Board.

13.4 Roofs. Except for porch roofs, pitched roofs shall have a minimum slope of 5" x 12" (five inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall, however, the overhang shall not encroach into a setback more than one-foot. Porch roofs must have a minimum pitch of 3" x 12". Flat roofs are prohibited. Other roof slopes may be used if approved by the Plan Board.

If shingles are used, they must be architectural shingles. Flat three-tab shingles are not allowed. Roof accent upgrades are permitted including metal, tile, slate and solar tiles if approved by City Manager or designee. Other materials may be used if approved by the City Manager or designee.

13.5 Garages. On front entry garages, the face of a garage may not be over 50% of the total frontage width of a house. Side driveways extending along the property line to recessed garages are permitted within the side yard setback.

13.6 Required Architectural Features. The architectural features listed below are required on each single-family home.

(1) All single-family homes shall provide a covered entry.

(2) Windows visible from a public street shall employee techniques to recess or project all windows or shall have a style appropriate trim detail on at least two sides of all windows. Windows that are not recessed or have no trim are not allowed.

(3) The front façade shall have at least two coach lights.

At least one architectural feature from the following list is required on each single-family home.

(1) The front façade broken up into forms of varying depths to avoid a flat-front design.
(2) The second story of the structure stacked at a greater setback than the first floor to facilitate a first floor feature.
(3) Two separate doors for two car garages instead of one large door.
(4) Off-set garage doors.
(5) One and a half or two-story massing so that the garage is a smaller part of the overall front façade of the home.
(6) Variation of the height and orientation of the roof lines.
(7) First story roofs on multi-level structures.
(8) Front facing hipped or gable roofs.

At least four architectural features from the following list are required on each single-family home.

(1) The use of two materials on the front elevation with one of the materials being brick, stone, man-made stone, stucco or other material approved by the Plan Board with a minimum of 15% coverage of one of the elements.
(2) Decorative brick or stone patterning.
(3) Recessed entries a minimum of three (3) feet deeper than main front façade.
(4) Front door with decorative glass and decorative hardware.
(5) Architectural style designed windows incorporating elements that add interest to front elevations, side and rear elevations that face right-of-way and open spaces.
(6) Window grilles, mullions or muntins that visually divide a window and add visual interest.
(7) Transoms over windows at front entry, gable accent windows or multiple square transom windows.
(8) Deep recesses, overhangs or awnings.
(9) Shutters.
(10) Window Boxes.
(11) Architectural pillars, posts or columns on front elevation.
(12) Front or side verandah, portico, porch, courtyard or balcony with unique architectural features that can be seen from the right-of-way. Porches up to 200 square feet may project into the required front yard by up to six feet.
(13) Front porch beams or railings.
(14) A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; bay windows; decorative brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)

(15) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.
(17) Garage doors not facing the street.
(18) Carriage style garage doors with decorative hardware.
(19) Garage doors with window inserts or other details. Standard squares on the garage door will not qualify as decorative detail.
(20) Other design techniques that effectively deemphasize the garage if approved by the City Manager or designee.
(21) Greater than 7:12 primary roof pitch, or variable roof pitches.
(22) Other architectural features may be substituted if approved by the City Manager or designee.

13.8 <u>House Repetition.</u> Single-family homes with substantially identical exterior elevations can only repeat every four (4) lots when fronting the same right-of-way including both sides of the street. Homes side by side or across the street within one house (directly across the street or "caddy corner" across the street) shall not have substantially identical exterior elevations.

13.9 <u>Different Façade Elevations.</u> A minimum of ten different façade elevations shall be used in each subdivision phase consisting of one-hundred (100) single-family homes or more. In order to qualify as a different façade elevation, dwellings shall have different color palettes, exterior materials and finishes, porch/entry designs, window openings, roofline configurations, gcarage location, configuration and design as well as other design elements as approved by the City Manager or designee. A mixture of one and two-story single-family homes shall be offered.

ARTICLE XIII
TERM OF AGREEMENT

13.1 <u>Term.</u> In accordance with §163.3229 Florida Statutes (2021) the term of this Agreement will be twenty years (20) unless terminated or extended by agreement of the Parties, with available extensions of two (2), five (5) year periods, as may be approved by the City.

ARTICLE XIV

14.1 <u>Recordation.</u> The Parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Alachua County, Florida. If the Planned Development Zoning for Bridlewood does not pass upon second reading, this Agreement becomes null and void and will not be recorded in the Public Records of Alachua County, Florida. If the Planned Development Zoning shall pass,

Developer agrees to vacate all existing plats tied to the Property within three months including all plats with the name Tamiami Gardens on them.

14.2 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the public records of Alachua County. In addition, all assignments of this Agreement shall be recorded in the public records of Alachua County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Developers of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots.

All obligations and covenants of Developer under this Agreement shall constitute covenants running with the land, and shall bind Developer and each successive Developer of all of any portion of the Property.

14.3 Releases. From time to time upon written request of Developer, the City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

14.4 Estoppel Certificates. From time to time upon written request of Developer, the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Developer is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE XV
ADDITIONAL PROVISIONS

15.1 Recitals. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Comprehensive Plan, Land Development Code and Manual of Development and Design Standards as it may be amended from time to time, unless otherwise indicated.

15.2 Notices. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this section:

(1) For the City: Ashley Stathatos, City Manager, 23718 W. U.S. Hwy 27, High Springs, FL 32643.

(2) With a copy to (which shall not constitute notice): S. Scott Walker, City Attorney, 527 E. University Avenue, Gainesville, FL 32601.

(3) For Developer: Michael Lamelza, 5150 Tamiami Trail North, Suite 304, Naples, Florida 34103.

Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which the delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery delivered, shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday. If notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

15.3 Indemnification. The Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to, water/sewer, streets, or drainage plans and facilities, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

15.4 Authority and Enforceability. Both Parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Alachua County, Florida, if this Agreement is breached by either Party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Developer be responsible for the payment of all of the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon

the Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Property and the Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of fifteen percent (15%) compounded annually or at the maximum rate allowed by law.

15.5 Severability. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent by held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.6 Applicable Law: Venue. This Agreement, and the rights and obligations of the City and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Alachua County, Florida, or the U.S. Federal District Court in and for the Northern District of Florida.

15.7 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this section, unless otherwise separately agreed by the affected Party(ies).

15.8 Omission. Failure of this agreement to address any particular permit, condition, terms or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

15.9 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

15.10 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

15.11 Waiver. Waiver by either Party or any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of this Agreement.

15.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description
Exhibit B	Master Planned Development Concept Plan
Exhibit C	Community Park Concept Plan

15.13 Effective Date. The Effective Date of this Agreement shall be the day this Agreement is approved by the City Commission.

15.14 Restrictions. Developer will cause deed restrictions to be recorded against the Property to assure a quality development and give recourse to those who will own individual residential units in the development to enforce said restrictions.

15.15 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein.

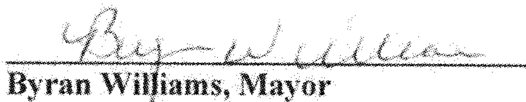
15.16 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

15.17 Enforcement. Any deviation from this Agreement by the Developer shall be a violation of the Land Development Code and Manual of Development & Design Standards of the City and such penalties prescribed by the Land Development Code and Manual of Development & Design Standards shall be applied as provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

CITY OF HIGH SPRINGS

By:



Byran Williams, Mayor

Attest:

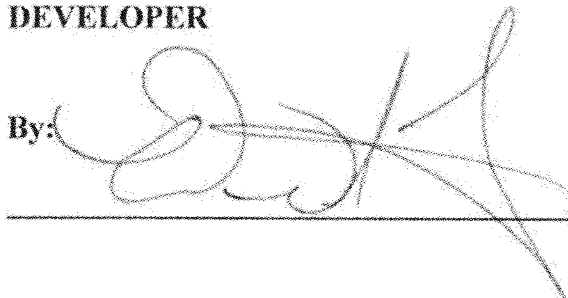
Jenny Parham, City Clerk

Approved as to form:

Scott Walker, City Attorney

DEVELOPER

By:



WITNESS

By:

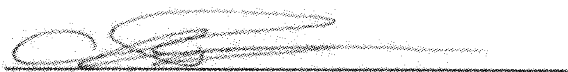


EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in Sections 10, 11 and 14, Township 8 South, Range 17 East, Alachua County, Florida, being more particularly described, as follows: Commence at the Southwest corner of said Section 10; thence North 88°49'25" East, along the South line of said Section 10, a distance of 1,449.48 feet; thence North 88°49'13" East, along the South line of said Section 10, a distance of 1,130.68 feet; thence North 88°53'01" East, along the South line of said Section 10, a distance of 173.96 feet to the Southeast corner of Tillman Acres Phase One Subdivision as recorded in the Public Records of Alachua County, Florida, and the Point of Beginning; thence departing the South line of said Section 10, continue, along the East line of said Tillman Acres Phase One Subdivision as recorded in the Public Records of Alachua County, Florida, North 01°10'36" West 290.20 feet to the beginning of a curve concave Southwesterly, having a radius of 25.00 feet, with a chord bearing and distance of South 66°10'26" East, 21.02 feet; thence Southeasterly along the arc of said curve, an arc distance of 21.69 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 60.00 feet, with a chord bearing and distance of North 01°10'43" West, 77.69 feet; thence Southeasterly then Northwesterly then Southwesterly along the arc of said curve, an arc distance of 292.42 feet to a point of reverse curvature of a curve concave to the Northwest, having a radius of 25.00 feet, with a chord bearing and distance of South 63°51'44" West, 20.99 feet; thence Southwesterly, along the arc of said curve, an arc distance of 21.66 feet; thence South 88°49'09" West 33.58 feet; thence North 01°09'57" West 512.50 feet; thence North 88°49'45" East 646.20 feet; thence North 02°50'00" West 935.94 feet to the Northeast corner of said Tillman Acres Phase One Subdivision as recorded in the Public Records of Alachua County, Florida; thence continue, along the North line of said Tillman Acres Phase One Subdivision as recorded in the Public Records of Alachua County, Florida, South 89°17'24" West 592.50 feet; thence North 00°43'57" West, 87.99 feet; thence South 89°17'20" West 564.59 feet; thence South 06°11'56" East 124.36 feet; thence South 28°44'19" West 1,048.61 feet; thence North 60°06'52" West 451.39 feet; thence South 14°44'28" West 150.82 feet to the beginning of a curve concave Northwesterly, having a radius of 330.00 feet, with a chord bearing and distance of South 22°31'08" West 86.87 feet; thence Southwesterly, along the arc of said curve, an arc distance of 87.13 feet; thence South 29°50'57" West 33.21 feet; thence North 60°08'02" West 59.98 feet; thence North 29°53'00" East 33.24 feet to the beginning of a curve concave Northwesterly, having a radius of 270.00 feet, with a chord bearing and distance of North 22°22'11" East 70.72 feet; thence Northeasterly, along the arc of said curve, an arc distance of 70.92 feet; thence North 14°50'01" East 167.45 feet; thence North 60°07'26" West 360.06 feet; thence South 88°50'36" West 168.96 feet; thence North 07°28'23" East 299.22 feet; thence North 13°13'00" East 300.59 feet; thence North 88°54'44" East 200.03 feet; thence North 01°13'13" West 40.52 feet; thence North 15°43'24" East 289.95 feet; thence South 88°50'07" West 299.92 feet; thence North 15°37'54" East 900.36 feet; thence North 88°24'18" East 109.06 feet; thence North 15°25'52" East 285.28 feet; thence North 15°54'31" East 234.09 feet; thence North 85°05'11" West 257.16 feet; thence North 75°37'58" West 447.25 feet to the East right-of-way line of U.S. Highway No. 41 (State Road 45); thence North 15°42'12" East, along the East right-of-way line of said U.S. Highway 41 (State Road 45), a distance of 217.37 feet to the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 10; thence North 88°35'04" East, along the South line of the North 1/4 said Section 10, a distance of 3,351.71 feet; thence continue North 88°35'04" East, along the South line of the North 1/4 of said Section 10, a distance of 1,023.98 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°41'11" East, along the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 11, a distance of 1,289.87 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 02°12'50" West, along the West line of the East 1/2 of the Northwest 1/4 of said Section 11, a distance of 1,268.43 feet to the South

right-of-way line of Northwest 174th Avenue; thence North 88°36'57" East, along the South right-of-way line of said Northwest 174th Avenue, 795.00 feet; thence South 02°01'17" East 899.79 feet; thence North 88°40'20" East 499.70 feet to the East line of the West 1/2 of said Section 11; thence South 02°00'38" East, along the East line of the West 1/2 of said Section 11, a distance of 3,309.12 feet; thence South 02°00'38" East, along the East line of the West 1/2 of said Section 11, a distance of 1,016.62 feet to the Southwest corner of the Southeast 1/4 of said Section 11; thence North 88°46'12" East, along the South line of the Southeast 1/4 of said Section 11, a distance of 1,091.74 feet; thence South 03°57'10" East 208.83 feet; thence North 88°46'12" East 238.86 feet to the centerline of Northwest 222nd Street; thence South 03°57'10" East 28.19 feet; thence South 01°47'30" East 266.05 feet; thence South 01°12'46" West 51.92 feet; thence South 03°19'35" East 46.57 feet; thence South 02°50'18" East 727.47 feet to the South line of the North 1/4 of said Section 14; thence South 88°47'32" West, along said South line of the North 1/4 of said Section 14, a distance of 2,642.34 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 14; thence South 88°43'19" West, along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 14, a distance of 1,273.80 feet to the West line of said Section 14; thence North 01°03'15" West, along the West line of said Section 14, a distance of 1,328.44 feet to the Southeast corner of Section 10; thence South 88°49'51" West, along the South line of said Section 10, a distance of 1,101.44 feet; thence South 88°49'51" West, along the South line of said Section 10, a distance of 1,364.64 feet to the Point of Beginning.

Containing 687.81 acres, more or less.

EXHIBIT "B"

MASTER PLANNED DEVELOPMENT CONCEPT PLAN

LOT COUNT TABLE		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

LEGEND

ROADWAY SECTIONS

NW 94TH AVE

SCHOOL

SCHOOL

NON-RESIDENTIAL

AMENITY CENTER

PARK SIDE COLLECTOR ROAD

BASIN 4

BASIN 5

BASIN 6

BASIN 7

BASIN 8

BASIN 10

BASIN 22

BASIN 23

PARK

PARK

PARK

PARK

PARK

PARK

PARK SIDE COLLECTOR ROAD

N

SCALE 1" = [illegible]

PRELIMINARY
NOT FOR
CONSTRUCTION

JBPro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES

[illegible] NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite 1 | St. Augustine, Florida 32086

Gainesville: (352) 375-8999 | St. Augustine: (904) 789-8999

PD MASTER PLAN

BRIDLEWOOD OF HIGH SPRINGS, LLC
HIGH SPRINGS, FL

BRIDLEWOOD

MAY 2022

438-20-01

PD-1

EXHIBIT "C"

COMMUNITY PARK CONEPT PLAN