

**CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING  
AGENDA**

DATE: TUESDAY, MAY 4, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Debra Jones  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Darfeness Hinds  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Fred Koberlein  
City Clerk Latricia Wright  
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 - PROCLAMATION: RECOGNIZING MAY 2 - 8<sup>TH</sup> AS MUNICIPAL CLERKS WEEK– MAYOR JERRY ROBINSON.

ITEM – 4 – CONSENT AGENDA (pp 4-9)

- Council minutes from April 20, 2021
- Resolution 2021-22: A Resolution of the City Council of the City of Williston, Florida, designating Saturday, July 3, 2021, as the scheduled date for the 2021 City of Williston Independence day Celebration, and establishing an effective date.
- Resolution 2021-25: A Resolution of the City Council of the City of Williston, Florida, ratifying the Mayor’s extension of the State of Emergency arising from the Covid-19 Public Health emergency.

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- DEPUTY CITY MANAGER CJ ZIMOSKI
- COUNCIL

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: APPROVING A PROPOSED PRELIMINARY PLAT FOR WILLISTON CORNERS. – CITY PLANNER LAURA JONES. (pp 10-60)
- B. RESOLUTION 2021-20: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1562, BEGINNING AT PAGE 40, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN. – CITY PLANNER LAURA JONES. (pp 61-67)
- C. RESOLUTION 2021-23: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF UP TO \$23,000.00, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION IN ACCORDANCE WITH THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT. – AIRPORT MANAGER BENTON STEGALL. (pp 68-92)
- D. ORDINANCE NO. 690: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; CHAPTER 2 ADMINISTRATION; ARTICLE 6 FINANCES; REMOVING LANGUAGE IN SECTION 2-232 COLLECTION OF EXPENSES AND REPLACING WITH NEW LANGUAGE FOR COLLECTION OF FEES FOR ALL PAST DUE ACCOUNTS, OF ALL TYPES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. – CITY MANAGER JACKIE GORMAN. (pp 93-95)
- E. SPECIAL EXCEPTION SE 2021-01: AN APPLICATION FROM RAHI ONE PROPERTY, LLC REQUESTING A SPECIAL EXCEPTION TO ALLOW ALCOHOL SALES “PACKAGE STORE” IN A COMMERCIAL INTENSIVE (C-2) DISTRICT. – CITY PLANNER LAURA JONES.(pp 96-109)
- F. DISCUSSION WITH POSSIBLE ACTION: WHO SIGNS COUNCIL PAF’S (PERSONNEL ACTION FORM) – COUNCIL PRESIDENT DEBRA JONES.

ITEM – 7 – PUBLIC PARTICIPATION

ITEM – 8 – ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

**NEXT SCHEDULED MEETING MAY 18, 2021 AT 6:00 P.M.**

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityOfWillistonFL>

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122  
- One-touch: <tel:+16467493122,,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

**\*\* Because this meeting is being held in person, Florida law requires that it be open to the physical presence of the public. To maintain proper health precautions, we will maintain 6' separations in the meeting room and we will offer additional seating in another area for the overflow if needed. Also, we encourage the use of face masks in the meeting room. (Limitation of 50 people)**

**We invite you to continue participating in our council meetings via telephone or the Internet as we have been doing for the last several weeks. \*\***

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

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Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING  
MINUTES**

DATE: TUESDAY, APRIL 20, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Debra Jones  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Darfeness Hinds  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Fred Koberlein  
City Clerk Latricia Wright  
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Robinson.

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

Vice-President Robinson moved to approve agenda as written. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 2 – PUBLIC PARTICIPATION

None

ITEM – 3 – CONSENT AGENDA – Vice-President Robinson moved to approve consent agenda. Councilmember Ross seconded. Motion carried 5-0 by saying “Aye”.

- Council minutes from April 6, 2021

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager Gorman informed the Council the City was awarded the Broadband Grant. City Manager also discussed another grant that the City applied for which is the Dunn’s Community Project Award for \$5.4 million dollars to build a new Fire Department and Police Department and she thanked Mayor Robinson, David Peaton, and Matt Brooks for providing letters of reference..
- DEPUTY CITY MANAGER CJ ZIMOSKI –absent
- COUNCIL - Vice-President Robinson asked about the 30 acres in Bronson. City Manager Gorman replied she had not heard anything yet and will check with the Realtor. Councilmember Ross asked what we were doing about Mr. Pessa’s building

CITY OF WILLISTON, FLORIDA  
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on top of the hill (Pawn Shop). City Planner Laura Jones informed Councilmember Ross, Mr. Pessa has been cited by the Code Enforcement Officer as a repeat offender and his case should be coming in front of the Board of Adjustment soon

ITEM – 5 – NEW BUSINESS –

- A. WASTE COLLECTION RFP AWARD- CITY MANAGER JACKIE GORMAN. – City Manager Gorman discussed the Waste Collection evaluation sheet with the Council and explained it was a long hard process and after the evaluation was completed GLF was the top pick. City Manager Gorman reported the evaluation team consisted of Renee Nipper, Verdi Greaner and the Deputy City Manager CJ Zimoski. City Manager Gorman said after everything is completed GLF will start providing the City with waste collection service on June 1<sup>st</sup>.

Council President Jones asked were there any discussion and resident Albert Fuller asked what kind of impact it will have on the citizens. City Manager Gorman replied residents will see a decrease in price for their garbage service. Council President Jones gave each company that had applied for the Waste Collection contract 5 minutes to speak. Dayna Miller with Waste Pro spoke to the Council about the results. Mrs. Miller stated Waste Pro has been a proud sponsor of Williston since 2017 and in 2020 the company experienced a lot of setbacks due to the pandemic which hurt the business. Mrs. Miller also stated she did not understand the scoring evaluation the City used. John Paglia with Florida Express Environmental, LLC spoke to the Council via phone and expressed Florida Express had the lowest bid and don't see how the contract was awarded to another company, a company that headquarters is based in Canada. Skip McCall and Kevin Smith with GFL, thanked the City for choosing GFL to service their waste collection and informed the Council yes their headquarters is located in Canada but they have a corporate office in Raleigh North Carolina. After little discussion Councilmember Ross moved to approve the recommendation to award GFL the Waste Collection Services. Vice-President Robinson seconded. Motion carried 5-0 by saying "Aye". City Manager Gorman thanked staff for everything and especially Renee Nipper for keeping up with all that was going on.

ITEM – 6 – PUBLIC PARTICIPATION – None

ITEM – 7 – ANNOUNCEMENTS – Mayor Robinson announced National Day of Prayer is May 6, 2021 and will be held at Heritage Park Pavilion at noon. Chief Strow announced Walgreens will be giving the Covid vaccine Monday through Friday from 8-5 free of charge.

ITEM – 8 – ADJOURNMENT- With no future business, Councilmember Cox moved to adjourn the meeting at 6:35 p.m. Vice-President Robinson seconded. Motion carried 5-0 by saying "Aye".

**RESOLUTION 2021-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, DESIGNATING SATURDAY, JULY 3, 2021 AS THE SCHEDULED DATE FOR THE 2021 CITY OF WILLISTON INDEPENDENCE DAY CELEBRATION, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston has dedicated its resources and efforts to promote patriotism and pride in American traditions in recognizing the founding of this great nation; and

**WHEREAS**, the City of Williston Celebration is one of Williston's largest annual events providing thousands with the opportunity to participate in a celebration in honor of the United States of America.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**SECTION 2.** That the City of Williston City Council hereby designated Saturday, July 3, 2021 as the scheduled date for the 2021 City of Williston Independence Day Celebration.

**SECTION 3.** This resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this 4<sup>th</sup> day of May, 2021.

**ATTEST:**

**CITY OF WILLISTON, FLORIDA**

\_\_\_\_\_  
Latricia Wright, City Clerk

\_\_\_\_\_  
Debra Jones, President  
Williston City Council

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Frederick L. Koberlein, Jr., City Attorney

**CITY COUNCIL RESOLUTION NO. 2021-025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILLISTON, FLORIDA, RATIFYING THE MAYOR'S  
EXTENSION OF THE STATE OF EMERGENCY ARISING  
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

**WHEREAS**, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

**WHEREAS**, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

**WHEREAS**, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

**WHEREAS**, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

**WHEREAS**, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

**WHEREAS**, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

**WHEREAS**, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

**WHEREAS**, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

**WHEREAS**, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

**WHEREAS**, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until April 27, 2021; and

**WHEREAS**, on April 27, 2021, the Governor issued Executive Order 21-94 extending the statewide state of emergency until 12:01 a.m. on June 26, 2021; and

**WHEREAS**, pursuant to Section 2.03, of the City Charter, the Mayor may extend the City's state of emergency related to COVID-19, and the President shall assume all the powers and duties of the Mayor's office in the temporary absence or disability of the Mayor; and

**WHEREAS**, the Mayor has issued his Proclamations extending the current state of emergency, copies of which are attached hereto as "Exhibit A"; and

**WHEREAS**, the City Council, in order to protect the welfare and safety of the citizens of the City and their property and out of an abundance of caution, finds that the Mayor's declaration of a state of emergency should be ratified or confirmed by the City Council in an open meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**



**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-17.

**Section 3.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**COUNCIL AGENDA ITEM**

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**May 4, 2021**

**TOPIC:** Williston Corners Preliminary Plat

**REQUESTED BY:** Laura Jones, Community Development & Grants Manager

**BACKGROUND / DESCRIPTION:**

This project is located between SR 27 and SW 1<sup>st</sup> Ave., to the north and south and SW 6<sup>th</sup> St. and SW 3<sup>rd</sup> St. to the west and east. The entire project is 11.54 Acres. Williston Shopping Center Partners, LLC is the owner and Andrew Carswell of Mills Engineering is the Agent.

Williston Corners consists of 4 lots (Lots 1-4); Zoning is Commercial Intensive (C-2). All lots Easements have been put in place on the plat to accommodate Electric, Sewer and Water Utilities. SW 1<sup>st</sup> Ave. that borders the parcel on the south side will remain private.

There will not be off-site roadway or public improvements. No sites or roadway are proposed to be dedicated to the public. The access drives proposed will remain private. No developer's agreement will be required.

Final plat will follow when all lots are sold by developer.

**LEGAL REVIEW:** Complete

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** Planning & Zoning Commission recommends the City Council to approve Williston Corners Preliminary Plat.

**ATTACHMENTS:** Application and Plat

**CITY COUNCIL ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

**CITY OF WILLISTON, FLORIDA**  
**SUBDIVISION PRELIMINARY (PLAT) PLANS SUBMISSION CHECKLIST**

(Applies to Non-Minor Subdivisions)

*Transmit to: Planning & Zoning Department, P.O. Box 160, WILLISTON, FL 32696*

*Phone: 352-528-3060 opt 3,*

This Checklist is based on the relevant provisions of Chapter 56-16 – Submission of Preliminary Plat - of the WILLISTON, FL Code of Ordinances. The Code is available online at [www.municode.com](http://www.municode.com).

**General Requirements**

- Contact the Zoning Director, who will in coordination with Levy County E 911 office to get an **approved** subdivision name.
- Schedule a pre-application conference with this Department as early as possible in the project development process.
- No subdivision application shall be scheduled for processing until this Department determines the application package is complete, including all fees paid.
- Since the application package completeness determination must occur PRIOR the agenda deadline date, do not wait until the deadline to submit the application package.** Application are reviewed by internal departments as well as by the department. The Zoning department will create a staff report which is provided to the reviewing Board with the agenda.
- Resubmissions must also comply with the agenda deadline date.
- All subdivision submissions must comply with the relevant requirements of Section 56-16– Preliminary Plans.
- Be advised that no site clearing activity, other than the minimum necessary for surveying purposes, may be initiated until the construction plans are approved AND a tree removal permit has been issued.
- All plats, plans & specifications must be signed & sealed by a Florida registered surveyor, landscape architect or engineer, as appropriate for the document.
- Preliminary plans are reviewed by the Planning and Zoning Commission and the City Council.
- Phasing must be arranged so that each phase can stand alone and function adequately with regard to required improvements, infrastructure and facilities. Submit 12 copies of the preliminary plans at the appropriate scale on 24" by 36" sheets **PLUS 12** copies of the plans reduced to 11" by 17", **PLUS** and electronic PDF format of the drawings.
- Submissions may require prove of title insurance.**

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**SUBDIVISION PRELIMINARY PLANS SUBMISSION CHECKLIST**

     Preliminary Plat – 1-15 Lots **\$ 250 Application Fee -Plus \$12 Per lot or parcel**  
     Preliminary Plat – 16 lots and up **\$500 Application Fee -Plus \$12 Per lot or parcel**

**Rec'd Requirement**

- Legal description of the subject site – could be on the boundary survey
  - Complete name and mailing address of the property owner, developer and engineer
  - Tract boundaries with dimensions
  - North arrow, date of preparation and other pertinent legend information
  - A location map at no greater than 1000 scale
  - Zoning of the site AND adjacent parcels on all sides
  - Plat book and page of the site
  - Typical lot size by phase, if necessary
  - A copy of the draft HOA deeds, restrictions and covenants
  - Streets and easements of adjacent land
  - Topography map in NGVD contours at 1-foot intervals
  - Site conditions including, but not limited to, existing watercourses, drainage ditches, bodies of water, wetland, 100-year flood elevations, and surrounding physical features
  - Existing property lines, buildings, transmission lines, water and/or sewer lines, bridges, culverts, city limits and utility easements on the subject site AND the adjacent parcels
  - Levy County E-911 approved street names**, street types, pavement widths and right-of way dimensions and typical cross section diagrams
  - Identification of the storm water disposal method and connection to the city potable water, wastewater and reuse systems
  - Proposed off-site roadway and other public improvements in the area
  - Phasing the subdivision, if any – lots must be numbered consecutively for the whole project
  - Dedications of sites and roadways to the public
  - Identify/map the on-site soils
  - A summary list of the total acres, lots, minimum lot area and lineal feet of streets
  - An environmental assessment pursuant to the provisions of Chapter 114 of this Code
  - A preliminary concurrency review document
  - Adequately address zoning, buffering, environmentally sensitive area, upland habitat, floodplains, well field, aquifer protection, historic/archeological and traffic
  - A CD in PDF format which includes ALL the application package text and graphics**
- CERTIFICATION**  
I, the undersigned, do hereby certify that I have read this Checklist and understand the requirements described therein. I **further understand that only application packages that have been determined complete by the Department prior to the agenda deadline will be scheduled for processing.**

 8-2-21

Owner or Authorized Applicant Signature Date

**APPLICATION FOR SUBDIVISION PRELIMINARY PLANS**

(Applies **only** to division of land into 6 or more parcels)

(Please type or write very clearly)

County 911 Approved Subdivision Name: Williston Corners

Parcel Number \_\_\_\_\_

Legal Description See boundary survey

General Location and/or Street Address: Noble Avenue between SE 3rd St and  
ST and SE 6th St

Project Area: \_\_\_\_\_ # of Units: 4 Density: \_\_\_\_\_ Zoning: \_\_\_\_\_

Typical Lot Size: \_\_\_\_\_ # of Phases: \_\_\_\_\_

# Lots & Acres by Phase: \_\_\_\_\_ 4

# Acres of Recreation Area: 0 # Acres of Wetlands: 0

# Acres of Roads & R/W: 0 Public or Private Streets: 0

Has this site been subject to any other development permit action in the last two years?

No \_\_\_\_\_ If Yes, provide the type of action and date of final action below.

Change in zoning, development plan

Attach a copy of the Property Owner's Authorization form.

Applicant Name: Williston Shopping Center Partners, LLC

Email joe@blurockcommercial.com

Applicant Address: 5555 South Kirkman Road, Suite 201  
Orlando, FL 32819

Applicant Phone #: 407-319-6834 Cell Phone \_\_\_\_\_

Fax # and/or E-mail: \_\_\_\_\_

\*\*\*\*\*  
Owner Name: Williston Shopping Center Partners, LLC

Email joe@blurockcommercial.com

Owner Address: 5555 South Kirkman Road, Suite 201  
Orlando, FL 32819

Owner Phone #: 407-319-6834 Fax # and/or E-mail: \_\_\_\_\_

Person to be contacted regarding questions about this application (e.g. engineer,  
architect,  
attorney, etc.):

Contact Name: Andrew Carswell

Email millseng@bellsouth.net

Contact Address: PO Box 778 Bronson, FL 32621

Phone #: 352-486-2872 Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project. I understand that the application fee is non-refundable. I further understand that I am responsible to reimburse the City for the actual advertising costs AND the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice OR further processing of the application will cease until the invoice is paid in full.

Applications need to be submitted by the 1<sup>st</sup> of the month to be considered at the next Planning & Zoning Commission meeting. Any and all supporting documents that need to be reviewed by the Commission need to be submitted by the 15<sup>th</sup> of the same month to be included in the packet for review.

I understand that only application packages that are determined complete by the Department will be scheduled for review.

Applicant Signature Joseph Schumann  
3-3-21

Date

**OWNER'S APPLICATION AUTHORIZATION**

(Required if the property owner of record is not the applicant)

**STATE OF FLORIDA COUNTY OF LEVY**

Before me, the undersigned authority, personally appeared Joseph Schumann, who being by me first duly sworn on oath, deposes and says:

1. That he/she is the property owner of the subject parcel(s) in this application.
2. That he/she desires to apply for a Subdivision Preliminary Plans on land generally located at (insert legal description)

old Williston High School property see legal description attached

3. That he/she has appointed Andrew Carswell PE PSM Mills Engineering to act as agent in his/her behalf to accomplish the above.

Owner's Signature

This is to certify that on March 3<sup>rd</sup>, 2021 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Joseph Schumann he/she is personally known to me or has produced personally known as identification and Did (Did Not) Take an Oath.

SEAL

Signature of Acknowledger Heather Coons



Acknowledger Name

GG 948330 Jan. 16, 2024

Serial Number My Commission Expires

# **MILLS ENGINEERING COMPANY**

*Engineering and Land Surveying*

P. O. Box 778 – 604 East Hathaway Avenue  
Bronson, Florida 32621  
Phone (352) 486-2872  
Email: [millseng@bellsouth.net](mailto:millseng@bellsouth.net)  
Certificate of Authorization 2583

## PRELIMINARY PLAT WILLISTON CORNERS

1. Subdivision Name: Williston Corners
2. A pre-application meeting was held with the City Manager and the City Planner on November 19, 2020.
3. The property description is provided on the Boundary Survey and the Preliminary Plat as follows:

### **OVERALL PROPERTY DESCRIPTION:**

Commence at the Northwest corner of Block 31, of the Map of Williston as per plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Levy County, Florida; thence  $S79^{\circ}14'05''W$ , along the westerly extension of the southerly right-of-way line of West Noble Avenue, also known as U.S. Highway 27 Alternate and State Road 500, a distance of 42.00 feet to the westerly right-of-way line of Southwest Third Street, formerly Levy Street as per said plat of Map of Williston being the Point of Beginning; thence continue  $S79^{\circ}14'05''W$  along the southerly right-of-way line of U.S. Highway 27 Alternate, a distance of 1196.64 feet to a point on the northerly boundary of Lot 5, Block 1 of Weona Hills Estates as per plat thereof recorded in Plat Book 2, Page 8 of the Public Records of Levy County, Florida; thence  $S10^{\circ}50'44''E$ , a distance of 139.00 feet; thence  $S80^{\circ}33'35''W$ , a distance of 104.59 feet to the easterly right-of-way line of Southwest Sixth Street, formerly known as Williams Street on the said plat of Weona Hills Estates; thence  $S00^{\circ}22'36''E$ , along said easterly right-of-way line a distance of 159.53 feet to the northwesterly corner of Lot 15, Block 1 of said Weona Hills Estates; thence  $N79^{\circ}23'51''E$ , a distance of 50.00 feet to the northeasterly corner of said Lot 15; thence  $S00^{\circ}22'36''E$  along the easterly line of said Lot 15, a distance of 103.00 feet to the southeasterly corner of said Lot 15 and the northerly right-of-way line of Southwest First Avenue, formerly Church Avenue as per plat of said Weona Hills Estates; thence  $N79^{\circ}23'51''E$ , along the northerly right-of-way line of said Southwest First Avenue, a distance of 957.10 feet; thence  $N78^{\circ}53'58''E$ , continuing along said northerly right-of-way

line, a distance of 341.92 feet to the westerly right-of-way line of aforesaid Southwest Third Street; thence N10<sup>o</sup>51'39"W, along said westerly right-of-way line, a distance of 395.68 feet to the Point of Beginning. All lying and being located in Section 6, Township 13 South, Range 19 East, City of Williston, Levy County, Florida

Containing 11.54 acres, more or less.

4. Property Owner/Developer

Williston Shopping Center Partners, LLC  
5555 South Kirkman Road. Suite 201  
Orlando, Florida 32819  
Contact: Joseph Scheuman  
Telephone: 407-319-6834  
email: [joe@blurockcommercial.com](mailto:joe@blurockcommercial.com)

5. Project Engineer

D. Andrew Carswell, PE  
Mills Engineering Company  
Post Office Box 778  
Bronson, Florida 32621  
Telephone: 352-486-2872  
email: [millseng@bellsouth.net](mailto:millseng@bellsouth.net)

6. Tract Boundary

The dimensions of the tract boundary are shown on the boundary survey and the preliminary plat.

7. Legend Information

North arrow, date of preparation and legend information is shown on the preliminary plat.

8. Location Map

A location map is shown on the preliminary plat.

7. Zoning

The zoning of the property is C2. The adjacent properties to the north and west side of property are C1, The adjacent properties south of the site are zoned R2 and C2. The adjacent properties to the east of the site are zoned C1 and R2. The zoning is shown on the preliminary plat.



8. Plat Book and Page

A spot for the plat book and page is provided on each page of the proposed plat. The plat book and page are assigned once the plat is approved.

9. Lot Size

The site is being divided into four commercial lots. The size of the lots range from 1.94 acres to 3.80 acres. The size of the lots vary due to the anticipated use of the site. The minimum size of the Lots is 212.37 feet x 397 feet.

10. Draft HOA, Restrictions and Covenants

A copy of the draft declaration for the site is attached.

11. Street and Easements of Adjacent Land

The existing streets adjacent to the property are shown on the preliminary plat.

12. Topography and Site Conditions

The topography and predevelopment site conditions are shown on the attached "Pre-Development Drainage Map", Sheet 7 of 41 from the Construction Plans. The topography is on the NAVD 88 datum. The NGVD 1929 datum is approximately 0.81 feet higher than the NAVD88 datum.

13. Existing Features on Adjacent Properties

The existing utilities (water, sewer and electric) are shown on "Overall Utility Plan", Sheet 24 of 41 of the Construction Plans.

14. Proposed Streets

No streets are proposed by this development. The access drives proposed will remain private. The proposed construction of the access drives shown are shown in the construction plans for the development and conform to the City's requirements for city streets even though they are not proposed to be dedicated to the City.

15. Stormwater Management

The proposed stormwater management system is designed to attenuate the runoff from the 100 year frequency critical event design storms such that the discharge to offsite areas is less in volume and rate than the predevelopment

conditions. The existing flooding area at the southeasterly corner of the site has a lower flood stage in the post development analysis.

The site connects to the FDOT stormwater system along Noble Avenue. A small portion of Lot 4 will continue to drain southward from the site. Refer to Drainage Master – Post Development", Sheet 8 of 41 of the Construction Plans for the proposed stormwater management plan overview and flood stages.

The project proposes to connect to the existing water main along SW 1 AVENUE to provide water to Lots 1, 2, and 4. Lot 3. will connect to an existing service line off of Noble Avenue. Refer "Overall Utility Plan", Sheet 24 of 41 of the Construction Plans.

The project proposes to connect to the existing gravity sewer on SW 3 Street.

Refer "Overall Utility Plan", Sheet 24 of 41 of the Construction Plans for water and sewer proposed connection points. The construction costs of these connections will be borne by the Developer.

#### 16. Offsite Roadway and Other Public Improvements

No offsite roadway or other public improvements are needed for the proposed project. The area of the previously abandoned right-of-way along SW 1 Avenue through the school area is being purchased by the Developer from the Levy County School Board.

Areas where existing City Streets are being cut to install water and sewer connections will be repaired as required by the City.

#### 17. Phasing

The individual lots will be constructed separately according to the master plan shown in the Construction plans. The Lots are numbered sequentially..

#### 18. Dedications of Sites and Roadways to the Public

No sites or roadways are proposed to be dedicated to the Public for this project.

#### 19. Onsite Soils

The onsite soils types area shown on "Geotechnical Borings", Sheet 6 of 41 of the Construction Plans. The onsite soils are mapped as "Pedro-Jonesville, Shadeville Complex" by the NCRS soil survey of Levy County, Florida. Numerous soil borings were conducted as part of the development plans as shown on the Sheet 6 of 41.

## 20. Summary of Areas

Total Land Area = 11.54 acres

Lot 1 - 3.34 acres

Lot 2 - 1.94 acres

Lot 3 - 2.47 acres

Lot 4 - 3.79 acres

Streets - 0 linear feet

## 21. Environmental Assessment

Chapter 114 was not found in the Williston Ordinances as viewed on municode.com. The site was the former site for the Williston High School. The site was highly developed. There are not any wetland or environmentally sensitive area on the site.

## 22. Concurrency

**Water:** The City water treatment supply system #1 has a permitted capacity of 0.66 mgd. The current demand is approximately 0.155 mgd. The anticipated demand of the proposed project is 0.005 mgd for domestic use.

**Sewer:** The City treatment facility has a permitted capacity of 0.45 mgd. The current flows are approximately 0.225 mgd (annual average). The anticipated flow from the proposed project is approximately 0.005 mgd.

Gas service is not proposed.

Solid waste collection is provided by private services.

**Traffic.** A traffic study was performed for the site as part of the FDOT permitting process. The net new trip generation was estimated at 2265 trips per day with a peak AM rate of 109 vehicles per hour and peak PM rate of 185 trips. Of these trips a estimated 5% will utilize the SW 1 AVENUE. This is much less than the capacity of the roadway for a traffic level C.

## 24. Buffering, Wellfield and Aquifer Protection, Historic/Archeological

The use of the site as a commercial area is consistent with the use of the adjacent properties along Noble Avenue. The property to the south is the Joyce Bullock Elementary School. The school has removed its bus pick/up drop off from this area to a site which will not be affected by the proposed development. The site plan for Lot 4 shows that the main activity will be buffered from the properties west of the site by the drainage retention area. The drainage area

along the southerly side of the property will also provide a buffer between the commercial area and the uses to the south of the project.

The site is located approximately 875 feet from the City's potable well located at the Fire Station (System 2). The design of the site meets the water quality requirements for stormwater treatment.

There are no known historic or archeological sites of significance at the site. The site has been previously disturbed and developed. It is unlikely that any new relics would be discovered at the site.

#### ATTACHMENTS:

Preliminary Plat (2 sheet, 24"x36")

Partial Set of Construction Plans (Sheets 1, 3, 5, 6, 7, 8, 10, and 24)(24"x36")

Boundary Survey (2 sheet, 24"x36")

Reduced set of the above on 11"x17"

Declaration of Easements, Covenants, and Restrictions (DRAFT)

# WILLISTON CORNERS

LYING IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 19 EAST  
CITY OF WILLISTON, COUNTY OF LEVY, STATE OF FLORIDA

**OVERALL PROPERTY DESCRIPTION:**

Commence at the Northwest corner of Block 31, of the Map of Williston as per plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Levy County, Florida; thence S79°14'05"W, along the westerly extension of the southerly right-of-way line of West Noble Avenue, also known as U.S. Highway 27 Alternate and State Road 500, a distance of 42.00 feet to the westerly right-of-way line of Southwest Third Street, formerly Levy Street, as per said plat of Map of Williston being the Point of Beginning; thence continue S79°14'05"W along the southerly right-of-way line of U.S. Highway 27 Alternate, a distance of 1188.64 feet to a point on the northerly boundary of Lot 5, Block 1 of Weona Hills Estates as per plat thereof recorded in Plat Book 2, Page 8 of the Public Records of Levy County, Florida; thence S10°50'44"E, a distance of 139.00 feet; thence S80°33'35"W, a distance of 104.59 feet to the easterly right-of-way line of Southwest Sixth Street, formerly known as Williams Street on the said plat of Weona Hills Estates; thence S00°22'38"E, along said easterly right-of-way line a distance of 159.53 feet to the northerly corner of Lot 15, Block 1 of said Weona Hills Estates; thence N79°23'51"E, a distance of 50.00 feet to the northeasterly corner of said Lot 15; thence S00°22'38"E along the easterly line of said Lot 15, a distance of 103.00 feet to the southeasterly corner of said Lot 15 and the northerly right-of-way line of Southwest First Avenue, formerly Church Avenue as per plat of said Weona Hills Estates; thence N79°23'51"E, along the northerly right-of-way line of said Southwest First Avenue, a distance of 957.10 feet; thence N76°50'58"E, continuing along said northerly right-of-way line, a distance of 341.82 feet to the westerly right-of-way line of aforesaid Southwest Third Street; thence N10°51'39"W, along said westerly right-of-way line, a distance of 395.89 feet to the Point of Beginning. All lying and being located in Section 6, Township 13 South, Range 19 East, City of Williston, Levy County, Florida

Containing 11.54 acres, more or less

**RECORDED EASEMENTS:**

**PARCEL NO. 801 - PART "A"**

A parcel of land in Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows:

Commence on the Southerly extension of the East line of Lot 32, Block 4, Williston Heights as recorded in Plat Book 1, Page 41 of the public records of Levy County, Florida, at a point 40.17 feet Southerly from the Southeast corner of said Lot 32; thence S79°14'05"W, 129.02 feet; thence S10°45'55"E, 40.00 feet to a point on the Southerly right of way line of S.R. 500 (Noble Avenue) and the Point of Beginning; thence N79°14'05"E along said Southerly right of way line, a distance of 5.00 feet; thence S10°45'56"E, 5.00 feet; thence S79°14'05"W, 5.00 feet; thence N10°45'55"W, 5.00 feet to the Point of Beginning.

Containing 26 square feet, more or less.

**PARCEL NO. 801 - PART "B"**

A parcel of land in Section 6, Township 13 South, Range 19 East, Levy County, Florida being more particularly described as follows:

Commence on the Southerly extension of the East line of Lot 32, Block 4, Williston Heights as recorded in Plat Book 1, Page 41 of the public records of Levy County, Florida, at a point 40.17 feet Southerly from the Southeast corner of said Lot 32; thence N79°14'05"E, 290.55 feet; thence S10°45'55"E, 39.38 feet to a point on the Southerly right of way line of S.R. 500 (Noble Avenue) and the Point of Beginning; thence S79°10'30"W along said Southerly right of way line, a distance of 5.00 feet; thence S10°49'30"E, 5.00 feet; thence N79°10'30"E, 5.00 feet; thence N10°49'30"W, 5.00 feet to the Point of Beginning.

Containing 25 square feet, more or less.

**PARCEL NO. 802**

A parcel of land in Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows:

COMMENCE on the Southerly extension of the East line of Lot 32, Block 4, Williston Heights, as recorded in Plat Book 1, Page 41, of the public records of Levy County, Florida, at a point S01°28'56"E, a distance of 40.17 feet from the Southeast corner of said Lot 32; thence run S79°14'05"W a distance of 117.39 feet; thence S10°45'56"E, a distance of 4.00 feet to the Southerly right of way line of State Road No. 500, and the POINT OF BEGINNING; thence S10°45'56"E, a distance of 4.92 feet; thence S79°14'05"W, along a line parallel with and 4.92 feet Southerly of when measured at right angles to said Southerly right of way line, a distance of 4.92 feet; thence N10°45'55"W, a distance of 4.92 feet to said Southerly right of way line; thence N79°14'05"E, along said Southerly right of way line, a distance of 4.92 feet to the POINT OF BEGINNING.

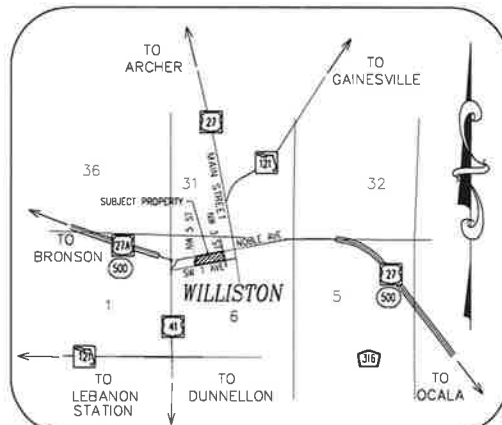
Containing 34 square feet, more or less.

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

**NOTES:**

- Bearings shown herein have been based on an assumed bearing of S79°14'05"W along the Southerly Right-of-Way line of West Noble Avenue (also known as State Road No. 500, U.S. Highway No. 27 Alternate and U.S. Highway No. 41) based on a deed description.
- This subdivision depicts a portion of Weona Hills Estates as recorded in Plat Book 2, Page 8 of the Public Records of Levy County, Florida.



**Vicinity Map**  
SCALE: 1"=2500'±

**CERTIFICATE OF APPROVAL AND ACCEPTANCE OF DEDICATIONS:**

I, \_\_\_\_\_, as President of the City Council of the City of Williston, Florida, at a duly noticed public meeting on \_\_\_\_\_ did determine that this plat conforms to the requirements of the City of Williston, Florida land development and subdivision regulations and approve this plat as a final plat.

City Council President \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date \_\_\_\_\_

**REVIEW BY SURVEYOR AND MAPPER:**

This is to certify that I have reviewed the plat for conformity to Chapter 177, Part 1, Florida Statutes, but have not verified the survey data.

\_\_\_\_\_  
Date: \_\_\_\_\_

**CLERK OF THE COURT**

It has been represented that this plat is wholly within the boundaries of the municipality of Williston, Florida and I have recorded said plat in the public records of Levy County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Clerk of the Circuit Court \_\_\_\_\_

Deputy Clerk \_\_\_\_\_

**OWNER'S CERTIFICATION AND DEDICATION:**

Williston Shopping Center Partners, LLC, a Florida Limited Liability Company, the lawful owners of the lands described hereon, have caused the same to be surveyed and subdivided, and that this plat was made in accordance with said survey, to be known as "WILLISTON CORNERS" is hereby adopted as the true and correct plat of said land.

Access drive easements shown hereon are hereby dedicated to Lot Owners of WILLISTON CORNERS for the benefit of the Lot Owners and their tenants, occupants, customers and/or invitees a non-exclusive and perpetual easement for pedestrian and vehicular (including without limitation tractor trailer delivery trucks) ingress, egress, and access in common with others, over, upon and across the Access Drive easements depicted hereon, subject however to a perpetual right of easement herein granted, for ingress and egress by sanitation, postal, fire, law enforcement and emergency medical service vehicles and their personnel providing services to the subdivision.

Utility easements shown or noted hereon are hereby reserved a non-exclusive, perpetual easement for the purposes of installing, using, maintaining, repairing and replacing required underground storm sewer lines, sanitary sewer pipes, water and gas mains, electric power lines, telephone lines, cable television and other communication lines and all utility lines, wires, pipes, and conduits which may from time to time be necessary to serve development of the lots.

Neither the Access Drive and Utilities easements herein granted nor the limitations herein made shall constitute a dedication to the general public or the City of Williston and that no obligation is imposed upon the City of Williston for improvement or maintenance of the easements.

Williston Shopping Center Partners, LLC \_\_\_\_\_ Witness \_\_\_\_\_  
Randy Budge, Vice President  
5555 South Kirkman Road, Suite 201  
Orlando, Florida 32819 \_\_\_\_\_ Witness \_\_\_\_\_

**ACKNOWLEDGMENT:**

I hereby certify that on this day personally appeared before me, Joseph Scheuman, who is duly sworn and who executed a Florida Driver's License and identification and who executed the above instrument and acknowledged before me that he furnished said instrument for the use and purpose herein expressed, and did take an oath.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**MORTGAGE CERTIFICATION**

I, the undersigned officer of Wachovia State Bank, the holder of that certain mortgage recorded in Official Record Book 1651, Page 145 through 147 of the Public Records of Levy County, Florida, do hereby consent to this plat and join in the dedication as shown hereon.

Witness \_\_\_\_\_ Wachovia State Bank \_\_\_\_\_

Witness \_\_\_\_\_ By: \_\_\_\_\_

**ACKNOWLEDGMENT**

I hereby certify that on this day personally appeared before me, \_\_\_\_\_, who is duly sworn and who furnished a Florida Driver's License as identification and who executed the above instrument and acknowledged before me that he executed said instrument for the use and purpose herein expressed, and did take an oath.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I do hereby certify that this plat of "WILLISTON CORNERS" is a true and correct representation of the hereon described property according to a survey made under my responsible direction and supervision dated \_\_\_\_\_ and that this plat complies with all survey requirements of Chapter 177, Part 1, Florida Statutes.

Donald A. Carwell, P.S.M. \_\_\_\_\_ Date: \_\_\_\_\_  
Professional Surveyor & Mapper Mills Engineering Company  
804 East Halloway Avenue  
Florida Certificate No. 8071 Bronson, Florida 32821  
Certificate of Authorization No. 25063 Phone: 352-466-2872

**CERTIFICATE OF CITY ATTORNEY:**

The undersigned certifies that the final plat is in proper form and has been approved in accordance with the subdivision procedures of the City of Williston. This certification is made for the benefit of the City of Williston and is not intended for the benefit of any person other than the City of Williston.

City Attorney \_\_\_\_\_ Date \_\_\_\_\_

**MILLS ENGINEERING COMPANY**  
ENGINEERING - LAND SURVEYING  
P.O. BOX 778 - 824 EAST HOLLOWAY AVENUE  
BRONSON, FLORIDA 32821  
PHONE: 352-466-2872

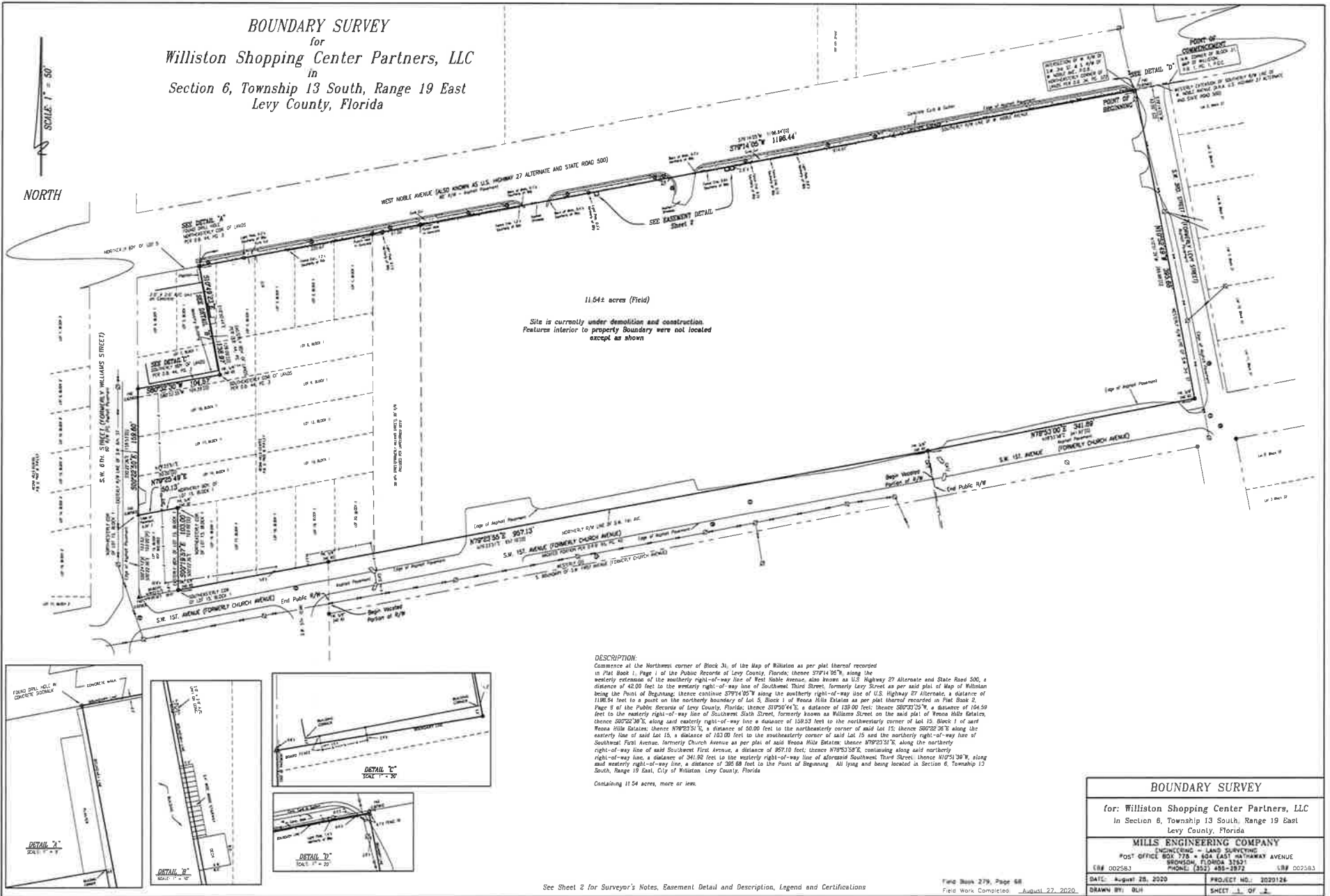
**WILLISTON CORNERS**  
SECTION 6, TOWNSHIP 13 SOUTH, RANGE 19 EAST  
CITY OF WILLISTON, LEVY COUNTY, FLORIDA

**PRELIMINARY PLAT**

DATE: 1/29/2021  
DRAWN BY: AC  
PROJECT NUMBER: 2020132  
SHEET 1 OF 2

**BOUNDARY SURVEY**  
for  
**Williston Shopping Center Partners, LLC**  
in  
**Section 6, Township 13 South, Range 19 East**  
**Levy County, Florida**

NORTH  
SCALE 1" = 50'



11.54± acres (Field)  
Site is currently under demolition and construction.  
Features interior to property Boundary were not located  
except as shown

**DESCRIPTION:**  
Commence at the Northwest corner of Block 31, of the Map of Williston as per plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Levy County, Florida; thence S77°14'35\"/>

Containing 11.54 acres, more or less.

See Sheet 2 for Surveyor's Notes, Easement Detail and Description, Legend and Certifications

Field Book 279, Page 68  
Field Work Completed August 22, 2020.

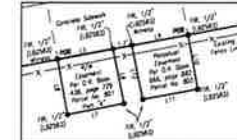
<b>BOUNDARY SURVEY</b>	
for: <b>Williston Shopping Center Partners, LLC</b> in Section 6, Township 13 South, Range 19 East Levy County, Florida.	
<b>MILLS ENGINEERING COMPANY</b> ENGINEERING - LAND SURVEYING POST OFFICE BOX 778 • 804 EAST HATHAWAY AVENUE BROOKHOLM, FLORIDA 32037	
EIN 002583	PHONE (352) 486-2872
EIN 002583	EIN 002583
DATE: August 28, 2020	PROJECT NO.: 2020126
DRAWN BY: BLH	SHEET 1 OF 2

**BOUNDARY SURVEY**  
for  
**Williston Shopping Center Partners, LLC**  
in  
**Section 6, Township 13 South, Range 19 East**  
**Levy County, Florida**

LINE	LENGTH	Bearing
L1	5.00'	S79°21'34"W
	3.00(10)	S79°10'30"(10)
L2	4.85'	S10°45'55"E
	3.00(10)	S10°45'55"(10)
L3	3.00'	N79°48'46"E
	3.00(10)	N79°10'30"(10)
L4	4.78'	N10°55'34"W
	3.00(10)	N10°45'35"(10)
L5	4.92'	N79°22'27"E
	3.00(10)	N79°14'05"(10)
L6	4.86'	S11°42'19"E
	3.00(10)	S11°43'33"(10)
L7	3.00'	S79°46'42"W
	3.00(10)	S79°14'05"(10)
L8	4.93'	N10°16'34"W
	3.00(10)	N10°45'35"(10)
L9	4.93(10)	N79°26'35"E
	4.93(10)	N79°14'05"(10)
L10	4.84'	S11°28'18"E
	4.93(10)	S10°45'35"(10)
L11	4.86'	S79°14'25"W
	4.93(10)	S79°14'05"(10)
L12	4.81'	N11°28'24"W
	4.87(10)	N10°45'35"(10)



Detail 1"  
Scale 1" = 5'



Detail 2"  
Scale 1" = 5'

**DESCRIPTION For Easements**

**PARCEL NO. 801**

**PART "A"**

A parcel of land in Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows: Commence on the Southerly extension of the East line of Lot 32, Block 4, Williston Heights as recorded in Plat Book 1, page 1 of the public records of Levy County, Florida, at a point 40.17 feet Southerly from the Southeast corner of said Lot 32; thence S79°14'05"W, 129.55 feet; thence S10°45'55"E, 40.00 feet to a point on the Southerly right of way line of S.R. 500 (Noble Avenue) and the Point of Beginning; thence N79°14'05"E along said Southerly right of way line, a distance of 5.00 feet; thence S10°45'55"E, 5.00 feet; thence S79°14'05"W, 5.00 feet; thence N10°45'55"W, 5.00 feet to the Point of Beginning. Containing 25 square feet, more or less.

**PART "B"**

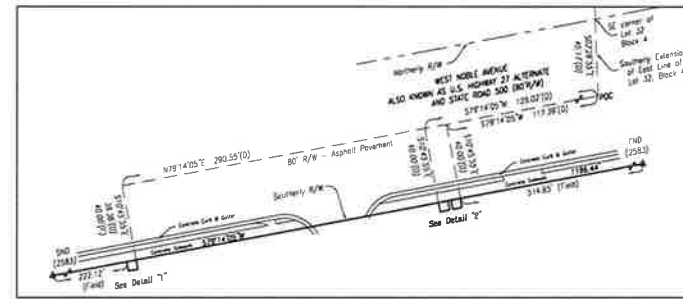
A parcel of land in Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows: Commence on the Southerly extension of the East line of Lot 32, Block 4, Williston Heights as recorded in Plat Book 1, page 1 of the public records of Levy County, Florida, at a point 40.17 feet Southerly from the Southeast corner of said Lot 32; thence N79°14'05"E, 290.55 feet; thence S10°45'55"E, 39.36 feet to a point on the Southerly right of way line of S.R. 500 (Noble Avenue) and the Point of Beginning; thence S79°10'30"W along said Southerly right of way line, a distance of 5.00 feet; thence S10°45'55"E, 5.00 feet; thence N79°10'30"E, 5.00 feet; thence N10°49'30"W, 5.00 feet to the Point of Beginning. Containing 25 square feet, more or less.

**PARCEL NO. 802**

A parcel of land in Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows: COMMENCE on the Southerly extension of the East line of Lot 32, Block 4, Williston Heights, as recorded in Plat Book 1, Page 1, of the public records of Levy County, Florida, at a point 501'28'55"E, a distance of 40.17 feet from the Southeast corner of said Lot 32; thence run S79°14'05"W a distance of 117.39 feet; thence S10°45'55"E, a distance of 49.00 feet to the Southerly right of way line of State Road No. 500 and the POINT OF BEGINNING; thence S10°45'55"E, a distance of 4.92 feet; thence S79°14'05"W, along a line parallel with and 4.92 feet Southerly of when measured at right angles to said Southerly right of way line, a distance of 4.92 feet; thence N10°45'55"W, a distance of 4.92 feet to said Southerly right of way line; thence N79°14'05"E, along said Southerly right of way line, a distance of 4.92 feet to the POINT OF BEGINNING. Containing 24 square feet, more or less.

**SURVEYOR'S NOTES:**

- Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- Additions or deletions to this survey map by other than the signing party or parties is prohibited without the written permission of the signing party.
- The property boundary description was taken from Official Records Book 1496, Page 613 of the Public Records Levy County, Florida.
- The easement descriptions were taken from Official Records Book 438, Page 729 and Official Records Book 866, page 882 of the Public Records Levy County, Florida.
- Subject to zoning requirements, easements, restrictions and encumbrances of record.
- Bearings and distances shown hereon are field measured unless otherwise noted.
- Bearings shown hereon have been based on an assumed bearing of S79°14'05"W along the along the Southerly Right-of-Way line of West Noble Avenue, (also known as State Road No. 500, U.S. Highway No. Alternate 27 and U.S. Highway No. 41) based on found monumentation as shown hereon.
- Subsurface utilities and/or improvements, if any, were not located for this survey, except as shown.
- Fence locations have only been field verified where dimensioned. The fence location between verified points may not be accurate if the fences are not constructed along straight lines between dimensioned points.
- Where witness corners have been set, the boundary corner falls within the concrete sidewalk.
- No above ground fixed improvements were found to be existing within the easements.
- The described parcel has direct access to West Noble Avenue, (also known as State Road No. 500, U.S. Highway No. Alternate 27 and U.S. Highway No. 41).
- Subject to Reservations into the State of Florida for oil, gas, minerals and fissionable materials as contained in Deed Recorded October 27, 1944 in Deed Book 41, page 344, of the Public Records of Levy County, Florida.
- Subject to Right-of-Way Easement in favor of State of Florida Department of Transportation recorded August 28, 1991 in Official Records Book 348, page 723, of the Public Records of Levy County, Florida.
- Subject to a Perpetual Easement on favor of the State of Florida Department of Transportation recorded February 16, 1999 in Official Records Book 658, page 882, of the Public Records of Levy County, Florida.
- Subject to automatic phosphates, metals, minerals and petroleum reservations by virtue of Section 270.1(1), F.S. as to the portion of the subject property described in Deed/Conveyance recorded March 14, 2019 in Book 1486, Page 513



EASEMENT DETAIL

NORTH

CERTIFIED TO: Williston Shopping Center Partners, LLC  
Saharman, Inc.  
Nauschula State Bank  
Widexis, Benedict & Bernisson, LLC  
Lowndes, Drossick, Doster Kantor & Reed, P.A.  
First American Title Insurance Company

**CERTIFICATION:**

This is to certify that this map is a true and correct representation of a survey made under my responsible direction and supervision and is accurate to the best of my knowledge and belief. This survey meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 21-17, Florida Administrative Code, pursuant to Section 476.027, Florida Statutes.

Professional Surveyor and Mapper Date  
Harold Lee Mills, LS 2972  
Danaiah A. Garwood, LS 6071  
Certificate of Authorization No. 2583

**BOUNDARY SURVEY**

for: Williston Shopping Center Partners, LLC  
in Section 6, Township 13 South, Range 19 East  
Levy County, Florida

**MILLS ENGINEERING COMPANY**  
INCORPORATED - LAND SURVEYING  
POST OFFICE BOX 1728 • 604 EAST HATHAWAY AVENUE  
BROOKS, FLORIDA 32031  
PHONE: (352) 484-2872 LRM 003583

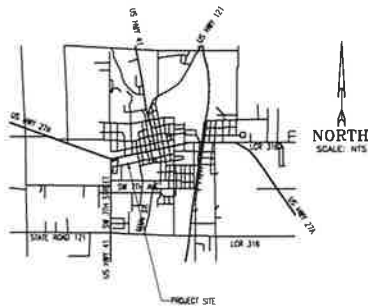
DAT: September 14, 2020 PROJECT NO.: 2020126  
LBY 003583 PHONE: (352) 484-2872 LRM 003583  
DRAWN BY: BLW SHEET 2 OF 2

Field Book 279, Page 68  
Field Work Completed August 22, 2020.

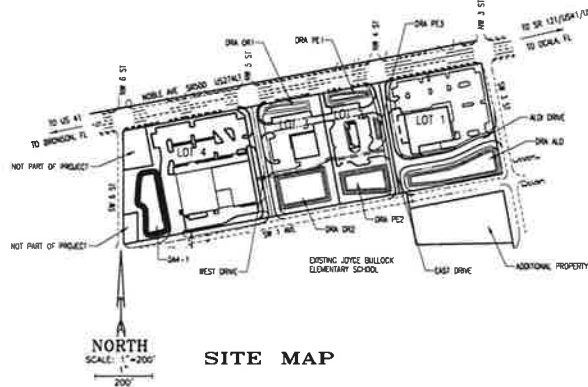
PARTIAL SET OF CONSTRUCTION PLANS FOR PRELIMINARY PLAT APPLICATION

# WILLISTON SHOPPING CENTER

(REDEVELOPMENT OF THE FORMER WILLISTON HIGH SCHOOL)



LOCATION MAP



SITE MAP

OWNER:  
**WILLISTON SHOPPING CENTER PARTNERS, LLC.**  
 5555 SOUTH KIRKMAN ROAD, SUITE 201  
 ORLANDO, FLORIDA 32819

## DRAWING INDEX

DRAWING NUMBER	DESCRIPTION	INCLUDED
1	TITLE SHEET	1
2	NOTES AND SPECIFICATIONS	
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4	NOT USED	
5	AERIAL	5
6	GEOTECHNICAL BORING LOGS	6
7	DRAINAGE MASTER - PREDEVELOPMENT	7
8	DRAINAGE MASTER - POST DEVELOPMENT	8
9	STORMWATER POLLUTION PREVENTION PLAN	
10	DEMOLITION PLAN	10
11	OVERALL LOT LAYOUT	
12	LOT 1 LAYOUT	
13	LOT 1 GRADING	
14	LOT 1 DRA LAYOUT AND GRADING	
15	LOT 2 LAYOUT	
16	LOT 2 GRADING	
17	LOT 3 LAYOUT	
18	LOT 3 GRADING	
19A	LOT 4 LAYOUT	
19B	LOT 4 GRADING	
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21	PLAN PROFILE - EAST DRIVE	
22	PLAN PROFILE - WEST DRIVE	
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29	DETAILS - SEWER	
30	DETAILS	
31	DETAILS	
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33	TYPICAL SECTIONS 2 - ALDI FOOD MARKET #149	
34	TYPICAL SECTIONS 3 - POPEYES LOUISIANA KITCHEN	
35	TYPICAL SECTIONS 4 - POPEYES LOUISIANA KITCHEN	
36	TYPICAL SECTIONS 5 - O'REILLY AUTO PARTS	
37	TYPICAL SECTIONS 6 - O'REILLY AUTO PARTS	
37A	TYPICAL SECTIONS 7 - TRACTOR SUPPLY STORE	
38	LOT 1 LANDSCAPE PLAN	
38A	LOT 1 IRRIGATION PLAN	
38B	LANDSCAPE AND IRRIGATION DETAILS	
39	LOT 2 LANDSCAPE PLAN	
40	LOT 3 LANDSCAPE PLAN	
41	LOT 4 LANDSCAPE PLAN	

CONSTRUCTION SHALL BE GOVERNED BY THE PROJECT SPECIFICATIONS AND THESE CONSTRUCTION DRAWINGS. REFERENCE IS MADE TO FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND FDOT "DESIGN STANDARDS" (FDDT INDEX), LATEST EDITIONS.

LOT 4 WITH TRACTOR SUPPLY COMPANY SHALL BE SUBJECT TO PLANS PREPARED BY JIMRICH & ASSOCIATES DEVELOPMENT ENGINEERS AND MAN ARCHITECTURE. INFORMATION SHOWN HEREIN REGARDING LOT 4 DEVELOPMENT IS SOLELY FOR THE PURPOSES OF ENVIRONMENTAL RESOURCE IDENTIFICATION AND COORDINATION WITH THE OTHER DEVELOPMENT OF THIS SITE. SITE PLAN FOR LOT 4 BASED ON PLAN PROVIDED 12/20/2020

04/23-01/21 03 ADD SHEET 38A AND 38B 11/2/2020 01 08/16/2020 RESPONSE 10/27/2020 11/2/2020	<b>MILLS ENGINEERING COMPANY</b> ENGINEERING - LAND SURVEYING POST OFFICE BOX 378 654 EAST HAWTHORNE AVENUE BROOKER, FLORIDA 32021 PHONE 352-446-2472 (11/2/2020)	<b>WILLISTON SHOPPING CENTER</b> WILLISTON HS REDEVELOPMENT WILLISTON, FLORIDA	<b>TITLE SHEET</b>	DATE: 9/11/2020
				DRAWN BY: AC PROJECT NUMBER: 2019048 SHEET 1 OF 41

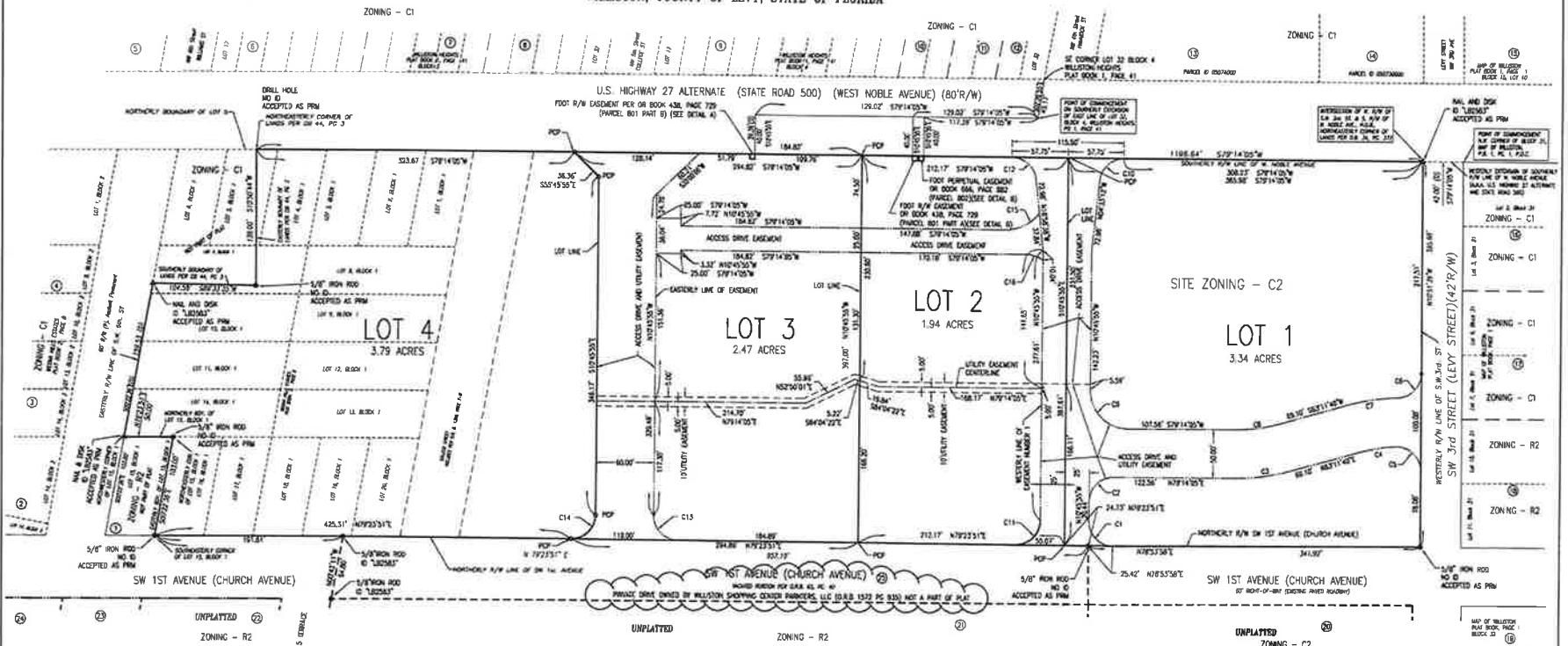


# WILLISTON CORNERS

LYING IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 19 EAST  
CITY OF WILLISTON, COUNTY OF LEVY, STATE OF FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
PAGE 2 OF 2

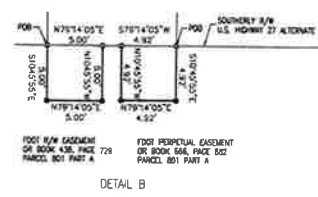
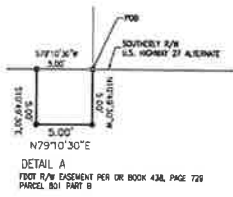
**RECEIVED**  
 2020  
 BY: *[Signature]*



- NOTES:**
1. Bearings shown hereon have been based on an assumed bearing of S78°14'05"W along the along the Southerly Right-of-Way line of West Noble Avenue (also known as State Road No. 500, U.S. Highway No. 27 Alternate and U.S. Highway No. 41) based on deed description.
  2. The maximum error of closure does not exceed 1:10,000.
  3. Permanent Control Points (PCP) shall be set within 1 year after final plat is approved.



- RECORDING AND OWNERS**
- |  |   |
|--|---|
| 1. DORNY RIGHT UPHOLDERS REVOCABLE TRUST | 13. SALAMITY PROPERTIES, LLC                  |
| 2. RAYMOND THOMAS WESSER REVOCABLE TRUST | 14. AIC CAPITALGAINS, LLC                     |
| 3. WINDHURST CATTLE COMPANY              | 15. WINDHURST REVOCABLE TRUST                 |
| 4. INC 2 CORPORATION                     | 16. UNITED METHODIST CHURCH OF WILLISTON      |
| 5. GARDEN PROPERTY LLC                   | 17. TRUSTEES OF 1ST UNITED METHODIST CHURCH   |
| 6. GARDEN PROPERTY LLC                   | 18. STEPHANE WARD                             |
| 7. DAKA HOLDING LLC                      | 19. THOMAS AND CELIA HANSEN                   |
| 8. MOBILE L&L CAR WASH INC               | 20. WILLISTON SHOPPING CENTER PARTNERS LLC    |
| 9. OUTCOURSE STORE, LLC                  | 21. LEVY COUNTY SCHOOL BOARD                  |
| 10. THE COUNTY FREEDOM CENTER, INC.      | 22. LEVY COUNTY BOARD OF COUNTY COMMISSIONERS |
| 11. ELKER S. SHAWNEY                     | 23. DONALD J. BUCHHEIT, CHARLES D. JOSEF, JR. |
| 12. BARNHAM PROPERTIES, LLC              | 24. CITY OF WILLISTON                         |
|  | 25. WILLISTON SHOPPING CENTER PARTNERS, LLC   |

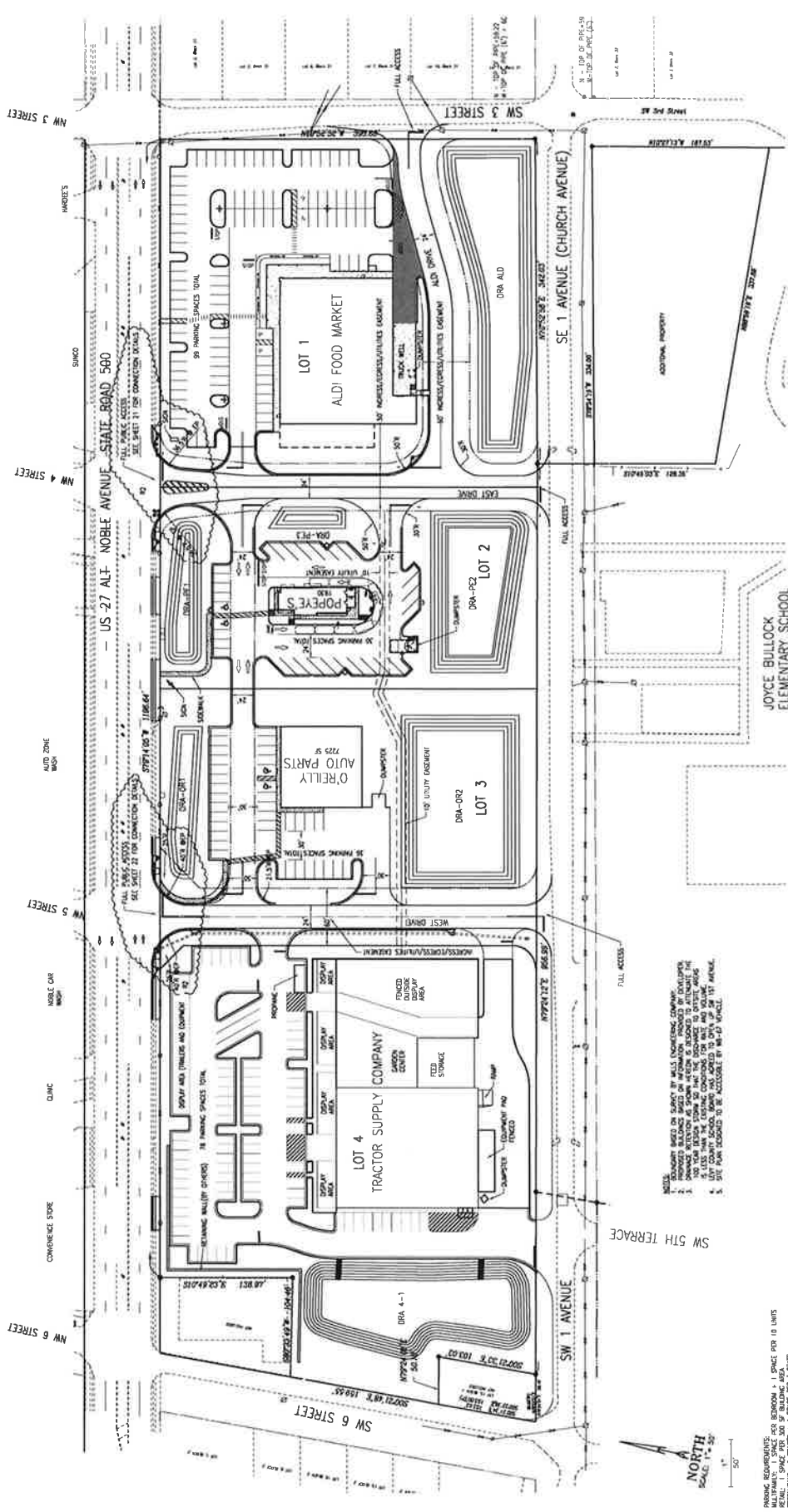


**CURVE TABLE**

CURVE NUMBER	ADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD BEARING
C1	25.00'	35.42'	80°26'00"	35.44'	N65°50'59"W
C2	25.00'	39.27'	80°26'00"	39.38'	N54°14'00"W
C3	230.00'	84.39'	18°02'25"	64.18'	N0°12'53"E
C4	170.00'	38.24'	12°52'00"	38.14'	N69°38'00"E
C5	25.00'	40.81'	83°03'45"	38.28'	S57°23'35"E
C6	25.00'	38.48'	88°11'51"	34.79'	S53°15'59"W
C7	25.00'	54.28'	147°07'56"	54.13'	S70°15'28"W
C8	180.00'	58.28'	18°02'25"	59.22'	S71°12'23"W
C9	40.00'	62.83'	80°07'00"	58.57'	N62°03'20"W
C10	20.00'	35.56'	83°47'17"	33.39'	N37°20'29"E
C11	25.00'	33.34'	80°26'00"	19.85'	S04°58'59"W
C12	25.00'	35.56'	83°47'17"	33.39'	S68°27'18"E
C13	44.50'	40.26'	57°16'04"	39.20'	N65°40'00"W
C14	25.00'	33.34'	80°26'00"	35.41'	S04°18'38"W
C15	44.50'	40.26'	57°16'04"	39.20'	N65°40'00"E
C16	28.50'	16.12'	33°11'18"	17.65'	S72°23'00"E

- LEGEND**
- DEED BOOK
  - PLAT BOOK
  - OPTIONAL RECORD BOOK
  - SCENT-CR-WAY
  - BOUNDARY
  - POINT OF BEGINNING
  - POINT OF COMMENCEMENT
  - DETERMINATION
  - PCP
  - CONCORD
  - PCP
  - PLAT INFORMATION
  - DEED INFORMATION
  - PCP OR P.C.P.
  - PERMANENT CONTROL POINT
  - PERMANENT REFERENCE MONUMENT
  - HIGH ROAD
  - HAL AND C&P
  - 1/2" IRON ROD AND CAP (L2835)
  - PROPERTY OWNER DESIGNATION

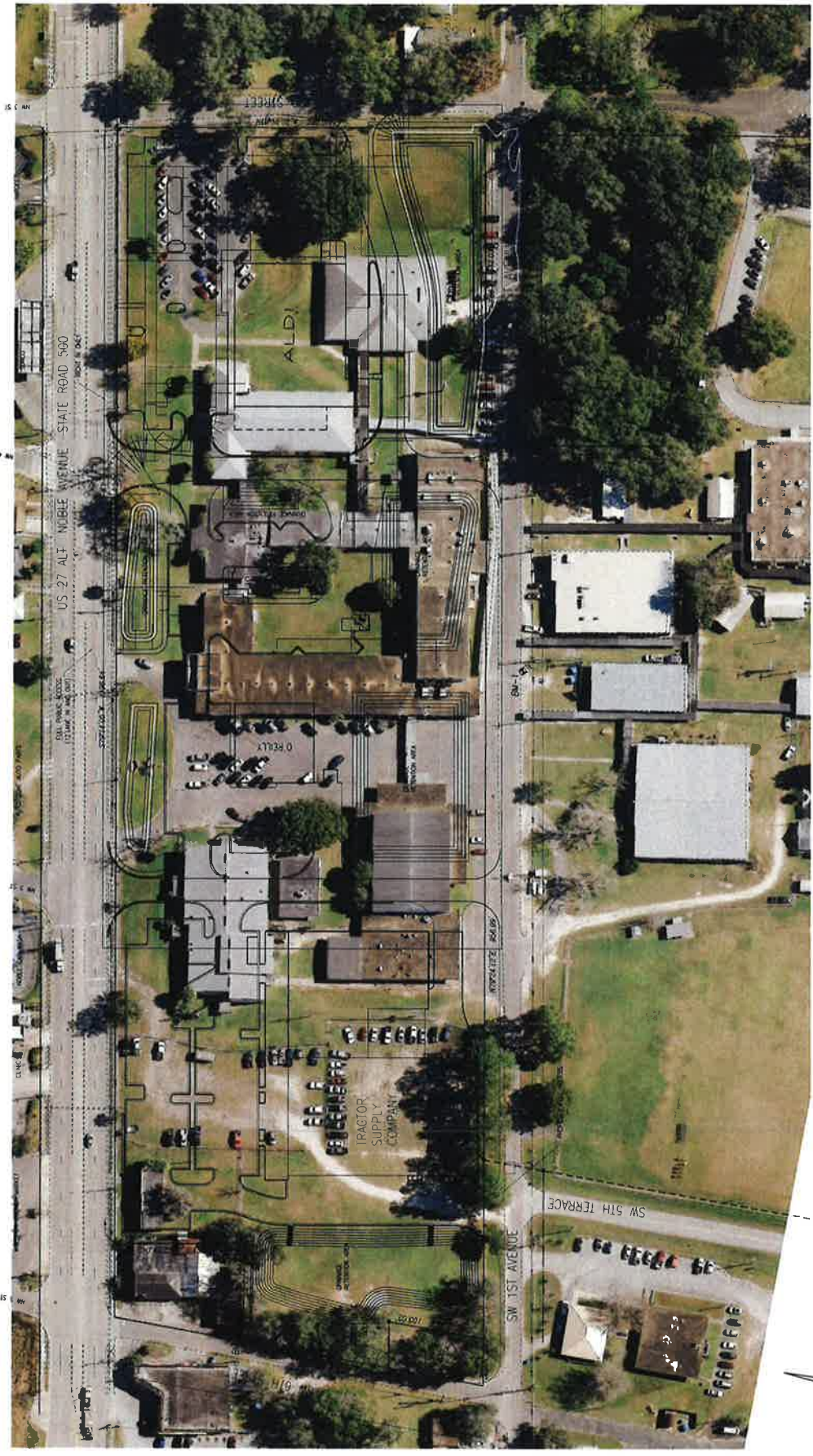
<p><b>MILLS ENGINEERING COMPANY</b>                  ENGINEERING &amp; LAND SURVEYING                  PO BOX 778 - 624 2ND TOWNHALL AVE                  BROOKN, FLORIDA 32021                  PHONE: 352-466-2622</p>	<p><b>WILLISTON CORNERS</b>                  SECTION 6, TOWNSHIP 13 SOUTH, RANGE 19 EAST                  CITY OF WILLISTON, LEVY COUNTY, FLORIDA</p>	<p><b>PRELIMINARY PLAT</b></p> <p>DATE: 1/29/2021                  DRAWN BY: AC                  PROJECT NUMBER: 2020133                  SHEET 2 OF 2</p>
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- NOTES:
1. ALL DIMENSIONS ARE BASED ON SURVEY BY MILLS ENGINEERING COMPANY.
  2. DIMENSIONS SHOWN ARE APPROXIMATE. PROVIDER SHALL VERIFY ALL DIMENSIONS.
  3. THE TOTAL EXISTING SQUARE FOOTAGE IS APPROXIMATE TO 1,000,000 SQUARE FEET.
  4. ALL DIMENSIONS AND LOCATIONS SHOWN ARE BASED ON THE 1997 AERIAL PHOTOGRAPH.
  5. SITE PLAN SHOULD BE ACCESSIBLE BY W-10 UNITS.

PARKING EQUIPMENT:  
 MULTIFAMILY: 1 SPACE PER BEDROOM + 1 SPACE PER 10 UNITS  
 RESTAURANT: 5 SPACES + 1 SPACE PER 3 SEATS  
 OFFICE: 1 SPACE PER 100 SF

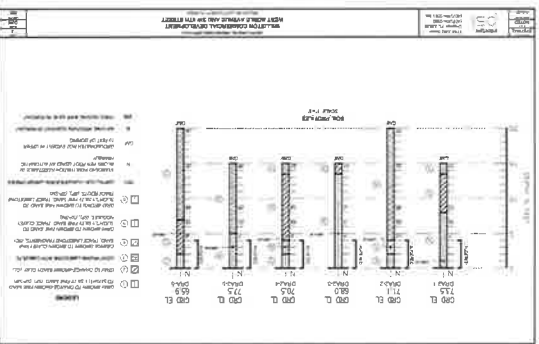
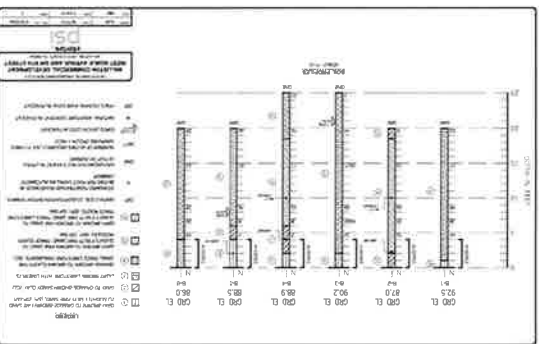
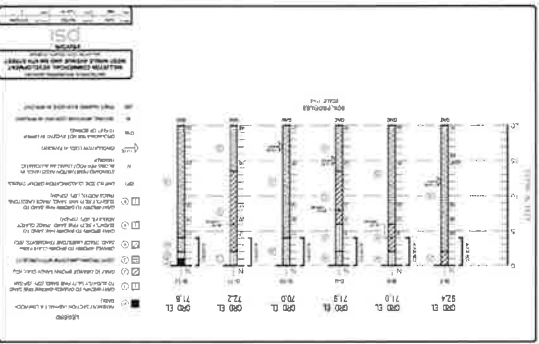
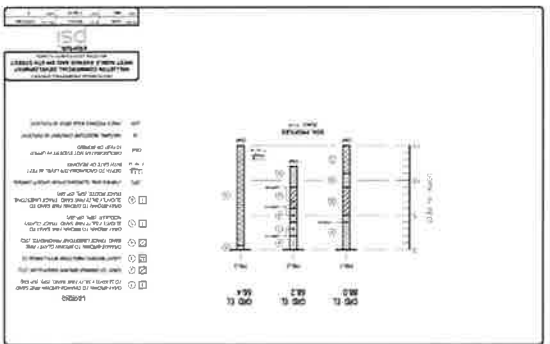
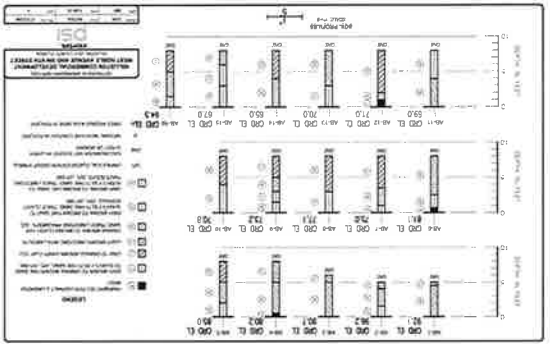
DATE: 9/17/2020	<b>OVERALL SITE PLAN</b>
DRAWN BY: JC	
SHEET NUMBER: 20/248	
<b>WILLISTON SHOPPING CENTER</b>	
<b>WILLISTON HS REDEVELOPMENT</b>	
<b>MILLS ENGINEERING COMPANY</b>	
ENGINEERING - LAND SURVEYING	
POST OFFICE BOX 10000 WILLISTON, ND 58101	
PHONE: 701-837-1377	
FAX: 701-837-1378	
WWW.MILLS-ENG.COM	
PROJECT NO: 19072000	
SHEET NO: 20/248	



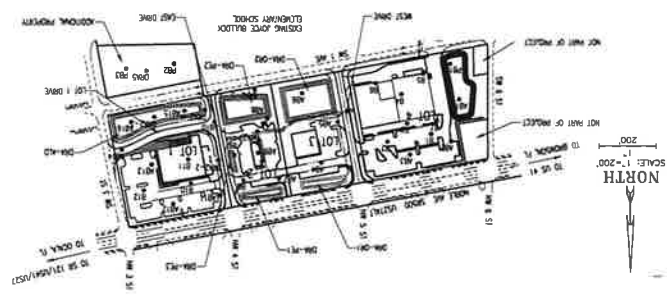
AERIAL FROM FOOT ELEVATION 2016



DATE: 3/11/2020	DRAWN BY: AC	PROJECT NUMBER: 2019048	SHEET 3	OF 41
<b>WILLISTON SHOPPING CENTER</b> WILLISTON HS REDEVELOPMENT WILLISTON, IL				
<b>MILLS ENGINEERING COMPANY</b> ENGINEERING - LAND SURVEYING 1907 OFFICE BLDG. 1001 W. HENRY AVENUE MACHADO, ILLINOIS 62451 PHONE: 301-462-3973				
#4 400 TRACTOR SUPPLY CO. 10.07 + 2/14/2020 11870043				

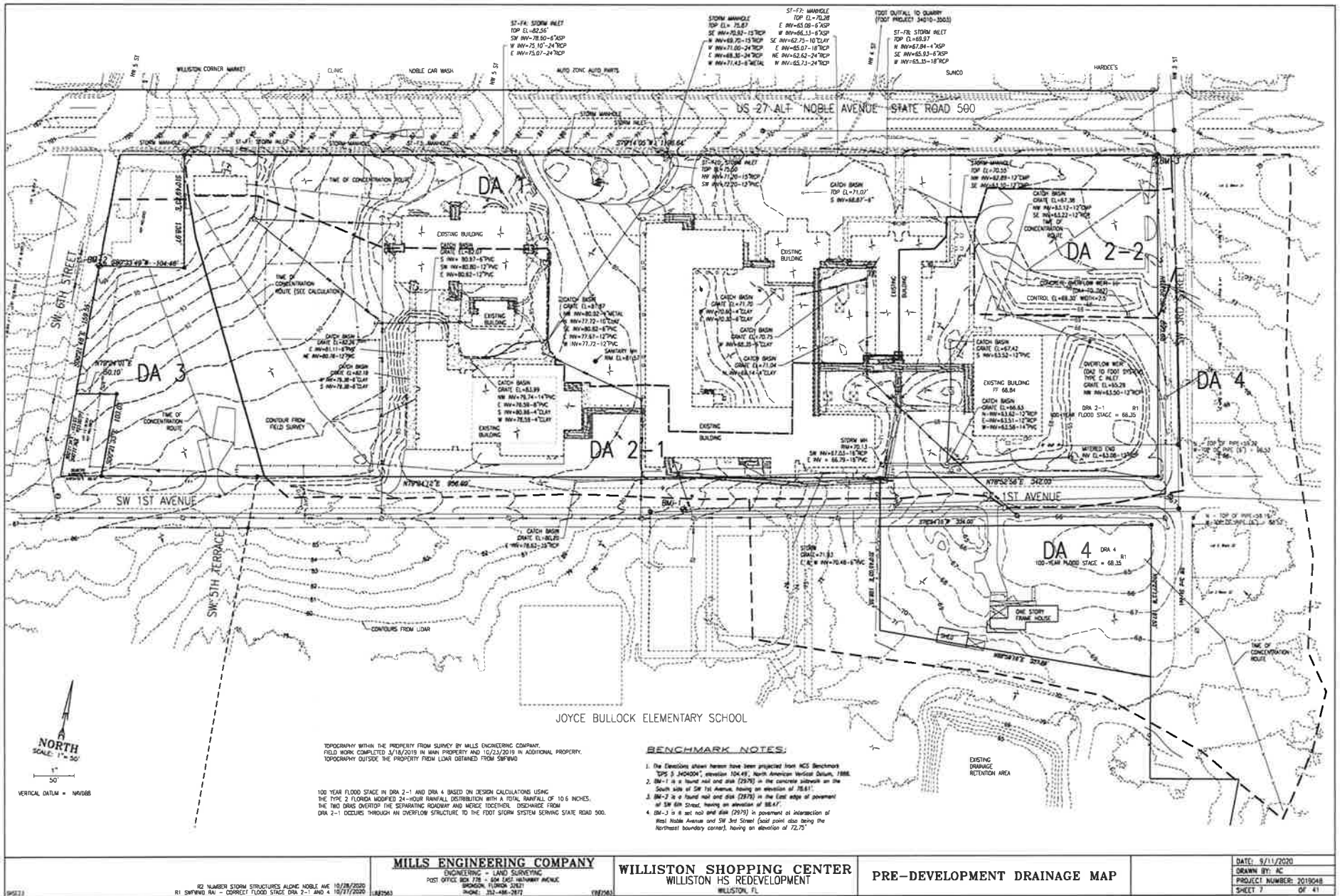


**SITE MAP**



ALL INDICATED STAIRS PENETRATION TEST SITE  
 DRP INDICATES STAIRS PENETRATION TEST SITE  
 BORING LOGS Labeled B1 and B2 FROM INTERIOR GEOTECHNICAL INVESTIGATION UNDER PROJECT NUMBER 0752246 DATED 7/24/2015  
 BORING LOGS Labeled B3 FROM INTERIOR GEOTECHNICAL INVESTIGATION UNDER PROJECT NUMBER 0752442 DATED 9/3/2020  
 GEOTECHNICAL BORINGS DERIVED FROM APPROXIMATE BORING LOCATION AND THE TOPOGRAPHIC SURFACE BY MILLS ENGINEERING COMPANY IN THE WORK COMPLETE 07/20/20 IN THE ABOVE PROPERTY AREA AND 07/21/2019 IN THE ADJACENT PROPERTY.

SOILS INFORMATION  
 ALL UNIT SOIL PERCENT-JENNIFER-SHOWNALL COMPANY, 0 TO 5 PERCENT STONES  
 5%R - 4-6 FEET DEPTH IN SANDY AND SILTY SOIL  
 > 6 FEET IN PERCENT AND SILTY SOIL  
 GROUND WATER TABLE, 32 FEET ±  
 BORING LOGS Labeled B1 and B2 FROM INTERIOR GEOTECHNICAL INVESTIGATION UNDER PROJECT NUMBER 0752246 DATED 7/24/2015  
 BORING LOGS Labeled B3 FROM INTERIOR GEOTECHNICAL INVESTIGATION UNDER PROJECT NUMBER 0752442 DATED 9/3/2020  
 GEOTECHNICAL BORINGS DERIVED FROM APPROXIMATE BORING LOCATION AND THE TOPOGRAPHIC SURFACE BY MILLS ENGINEERING COMPANY IN THE WORK COMPLETE 07/20/20 IN THE ABOVE PROPERTY AREA AND 07/21/2019 IN THE ADJACENT PROPERTY.

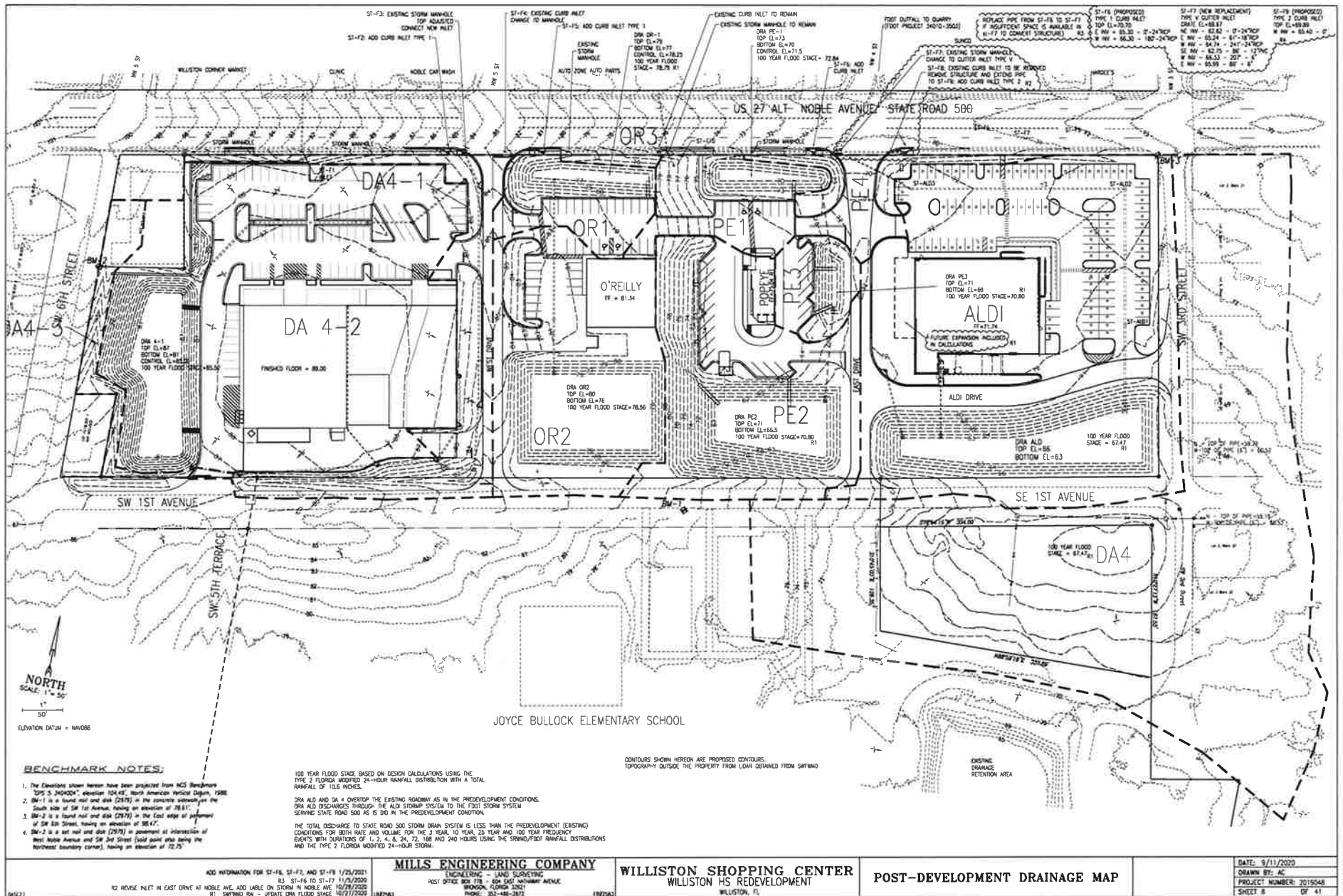


TOPOGRAPHY WITHIN THE PROPERTY FROM SURVEY BY MILLS ENGINEERING COMPANY.  
 FIELD WORK COMPLETED 17/02/2019 IN MAIN PROPERTY AND 10/23/2019 IN ADJACENT PROPERTY.  
 TOPOGRAPHY OUTSIDE THE PROPERTY FROM LIDAR OBTAINED FROM SWFWMD

100 YEAR FLOOD STAGE IN DRA 2-1 AND DRA 4 BASED ON DESIGN CALCULATIONS USING  
 THE TYPE 2 FLORIDA MODIFIED 24-HOUR RAINFALL DISTRIBUTION WITH A TOTAL RAINFALL UP TO 6 INCHES.  
 THE TWO DRAS OVERTOP THE SEPARATING ROADWAY AND MERGE TOGETHER. DISCHARGE FROM  
 DRA 2-1 OCCURS THROUGH AN OVERFLOW STRUCTURE TO THE FOOT STORM SYSTEM SERVING STATE ROAD 500.

- BENCHMARK NOTES:**
- The Elevation station marker has been projected from ACS Benchmark "DPS 5 1404004", elevation 104.49, North American Vertical Datum, 1988.
  - BM-1 is a found nail one dia (2978) in the concrete sidewalk on the South side of SW 1st Avenue, having an elevation of 76.81'.
  - BM-2 is a found nail one dia (2978) in the East edge of pavement of SW 6th Street, having an elevation of 88.47'.
  - BM-3 is a set nail one dia (2978) in pavement at intersection of West Noble Avenue and SW 1st Street (sight point also being the Northeast boundary corner), having an elevation of 72.75'.

102 NUMBER STORM STRUCTURES ALONG NOBLE AVE 10/28/2020 R1 SWFWMD RA - CORRECT FLOOD STAGE DRA 2-1 AND 4 10/27/2020	<b>MILLS ENGINEERING COMPANY</b> ENGINEERING - LAND SURVEYING POST OFFICE BOX 178 - 6th FLOOR - HISTORIC MONUMENT BRADON, FLORIDA 32181 PHONE: 352-488-2877	<b>WILLISTON SHOPPING CENTER</b> WILLISTON HS REDEVELOPMENT WILLISTON, FL	<b>PRE-DEVELOPMENT DRAINAGE MAP</b>	DATE: 9/11/2020 DRAWN BY: NC PROJECT NUMBER: 2019048 SHEET: 7 OF 41
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- BENCHMARK NOTES:**
- The Elevations shown herein have been projected from NGS Benchmark "TOPS 5 3454004" elevation 104.48', North American Vertical Datum, 1988.
  - BM-1 is a found nail and sink (2175) in the concrete sidewalk on the South side of SW 1st Avenue, having an elevation of 88.81'.
  - BM-2 is a found nail and sink (2175) in the East edge of pavement of SW 6th Street, having an elevation of 88.47'.
  - BM-3 is a set nail and sink (2175) at proposed intersection of West Noble Avenue and SW 3rd Street (solid point also being the Northeast boundary corner), having an elevation of 72.75'.

100 YEAR FLOOD STAGE BASED ON DESIGN CALCULATIONS USING THE TYPE 2 FLORIDA MODIFIED 24-HOUR RAINFALL DISTRIBUTION WITH A TOTAL RAINFALL OF 10.8 INCHES.

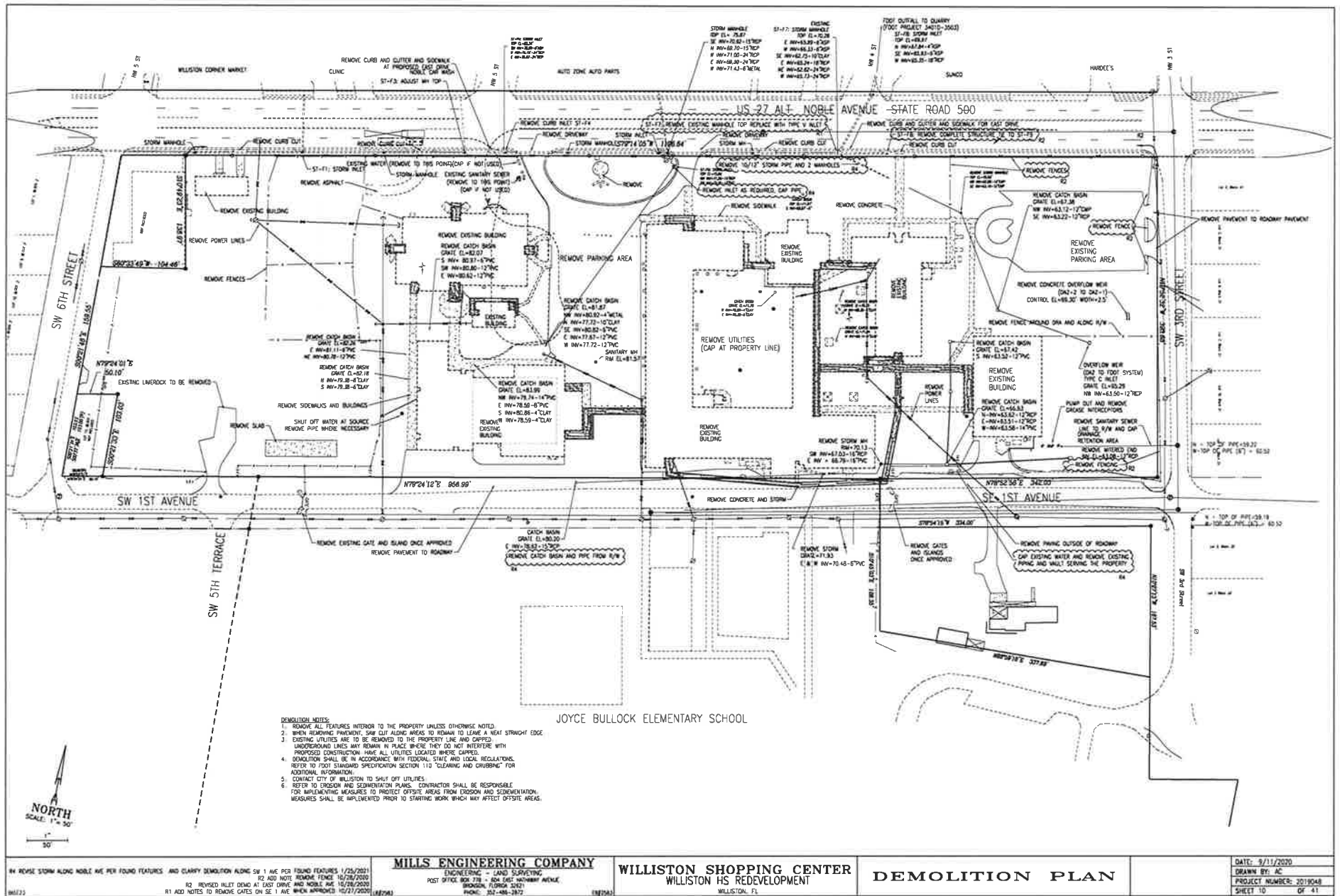
ORA ALD AND DA 4 OVERTOP THE EXISTING ROADWAY AS IN THE PREDEVELOPMENT CONDITIONS. ORA ALD DISCHARGES THROUGH THE ALDI STORM SYSTEM TO THE FOOT STORM SYSTEM SERVING STATE ROAD 500 AS IS DO IN THE PREDEVELOPMENT CONDITION.

THE TOTAL DISCHARGE TO STATE ROAD 500 STORM DRAIN SYSTEM IS LESS THAN THE PREDEVELOPMENT (EXISTING) CONDITIONS FOR BOTH RATES AND VOLUME FOR THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR FREQUENCY EVENTS WITH DURATIONS OF 1, 2, 4, 8, 24, 72, 168 AND 240 HOURS USING THE SPREAD/FOOT RAINFALL DISTRIBUTIONS AND THE TYPE 2 FLORIDA MODIFIED 24-HOUR STORM.

CONTOURS SHOWN HEREON ARE PROPOSED CONTOURS. TOPOGRAPHY OUTSIDE THE PROPERTY FROM LIDAR OBTAINED FROM SHIMADU

EXISTING DRAINAGE RETENTION AREA

<p>ADD INFORMATION FOR ST-18, ST-17, AND ST-19 1/25/2021          ST-18 TO ST-17 11/20/2020          R2 REVERSE INLET IN EAST DRIVE AT NOBLE AVE. ADD LABEL ON STORM IN NOBLE AVE. 10/28/2020          ST SWIMMING POOL - UPDATE ORA FLOOD STAGE 10/27/2020</p>	<p><b>MILLS ENGINEERING COMPANY</b>          ENGINEERING - LAND SURVEYING          POST OFFICE BOX 178 - 804 5401 WILLISTON AVENUE          WILKINSON, FLORIDA 32091          PHONE: 352-466-3872</p>	<p><b>WILLISTON SHOPPING CENTER</b>          WILLISTON HS REDEVELOPMENT          WILLISTON, FL</p>	<p><b>POST-DEVELOPMENT DRAINAGE MAP</b></p>	<p>DATE: 9/11/2020          DRAWN BY: AC          PROJECT NUMBER: 2015048          SHEET 8 OF 41</p>
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- DEMOLITION NOTES:**
1. REMOVE ALL FEATURES INTERIOR TO THE PROPERTY UNLESS OTHERWISE NOTED.
  2. WHEN READING PARALLELS, SW CUT ALONG AREAS TO REMAIN TO LEAVE A NEAT STRONG EDGE.
  3. EXISTING UTILITIES ARE TO BE REMOVED TO THE PROPERTY LINE AND CAPPED. UNDERGROUND LINES MAY REMAIN IN PLACE WHERE THEY DO NOT INTERFERE WITH PROPOSED CONSTRUCTION. HAVE ALL UTILITIES LOCATED BEFORE CAPPED.
  4. DEMOLITION SHALL BE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. REFER TO 7301 STANDARD SPECIFICATION SECTION 110 "CLEARING AND CRUSHING" FOR ADDITIONAL INFORMATION.
  5. CONTACT CITY OF WILLISTON TO SHUT OFF UTILITIES.
  6. REFER TO EROSION AND SEDIMENTATION PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING MEASURES TO PROTECT OFFSITE AREAS FROM EROSION AND SEDIMENTATION. MEASURES SHALL BE IMPLEMENTED PRIOR TO STARTING WORK WHICH MAY AFFECT OFFSITE AREAS.

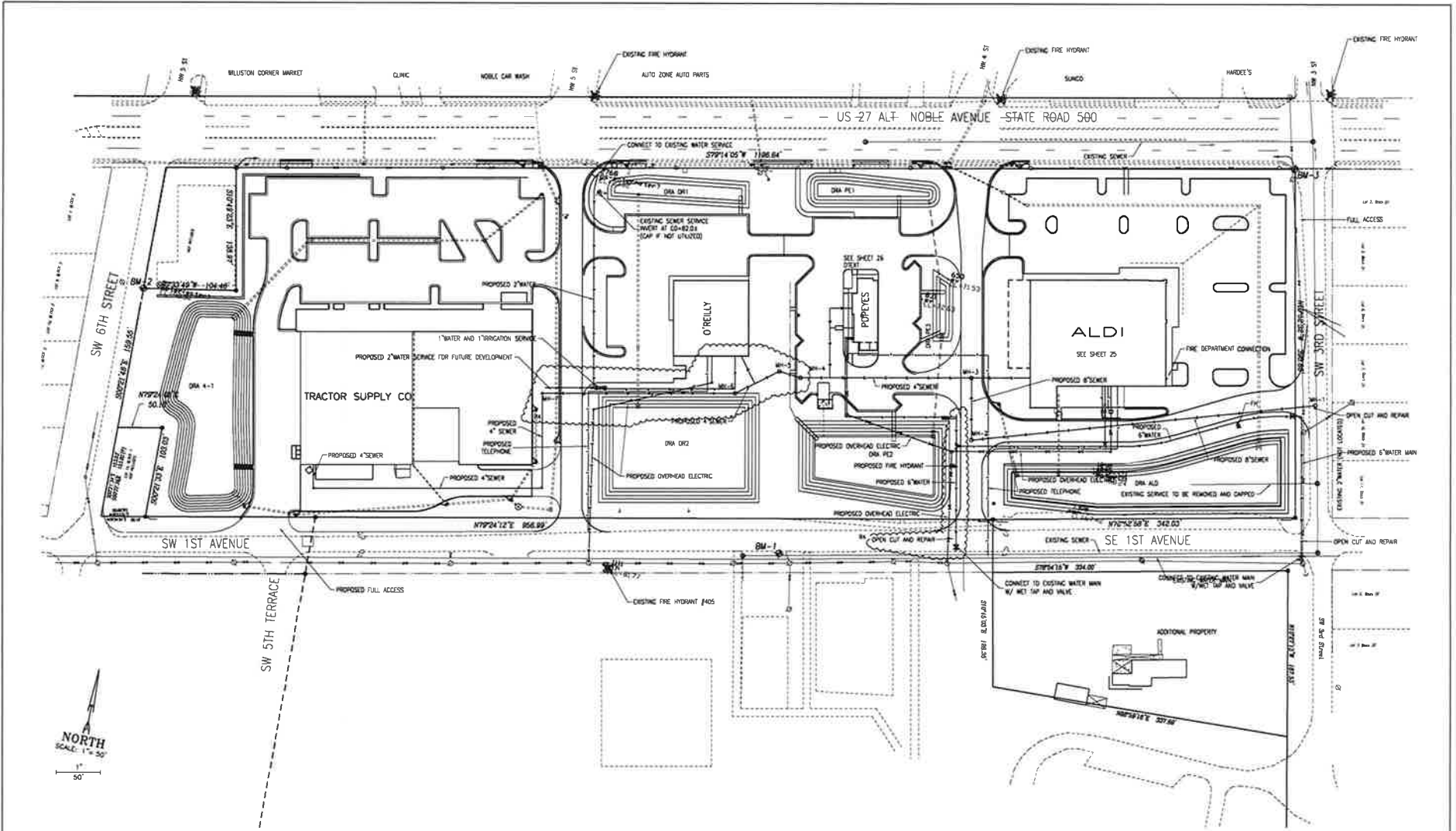
R1 REVISE STORM ALONG NOBLE AVE PER FOUND FEATURES AND CLARIFY DEMOLITION ALONG SW 1 AVE PER FOUND FEATURES 1/25/2020  
 R2 ADD NOTE REMOVE FENCE 10/28/2020  
 R3 REVISED INLET DGM AT EAST DRIVE AND NOBLE AVE 10/28/2020  
 R11 ADD NOTES TO REMOVE GATES ON SE 1 AVE WHEN APPROVED 10/27/2020

**MILLS ENGINEERING COMPANY**  
 ENGINEERING - LAND SURVEYING  
 POST OFFICE BOX 778 - BOX 502 - WILMINGTON AVENUE  
 WILMINGTON, FLORIDA 32021  
 PHONE: 352-486-2872

**WILLISTON SHOPPING CENTER  
 WILLISTON HS REDEVELOPMENT**  
 WILLISTON, FL

**DEMOLITION PLAN**

DATE: 9/11/2020  
 DRAWN BY: AC  
 PROJECT NUMBER: 2019048  
 SHEET 10 OF 41



1. WATER, SEWER AND ELECTRIC ARE SUPPLIED TO THE SITE BY THE CITY OF WILLISTON.
2. CONTRACTOR SHALL COORDINATE THE P.E. IN OF PROPOSED UTILITIES WITH THE UTILITY.
3. TELEPHONE SUPPLIED BY CARRIER. CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING TELEPHONE LINES AND PROVIDE ADEQUATE PROTECTION.
4. PLAN IS SCHEMATIC AND DOES NOT SHOW ALL ASPECTS OF THE SYSTEM THAT MAY BE REQUIRED TO FORM A COMPLETE AND OPERABLE SYSTEM.
5. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWING SHOWING THE INSTALLED LOCATION OF ALL NEW UTILITIES.

FIRE HYDRANT FLOW INFORMATION FROM CITY OF WILLISTON  
 FIRE HYDRANT #A05 LOCATED AT 450 SW 1st Ave (behind school) (near proposed West Drive)  
 840 gpm @ 35 psi residual  
 FIRE HYDRANT #A06 LOCATED AT SW 2nd ST AND SW 1st AVE  
 1000 GPM @ 35 PSI residual

R4 ADD SEWER ACROSS LOT 3 1/18/2021  
 R4 REMOVE OVERHEAD ELECTRIC AND WATER ON EAST DRIVE PER CITY COMMENTS 12/23/2020  
 R1 CORRECT SEWER SIZE  
 RELOCATE ALSO PER 10/21/2020

**MILLS ENGINEERING COMPANY**  
 ENGINEERING - LAND SURVEYING  
 POST OFFICE BOX 278 - 8th STREET NORTH AVENUE  
 BUNOLA, FLORIDA 32821  
 PHONE: 351-485-2817

**WILLISTON SHOPPING CENTER**  
 WILLISTON HS REDEVELOPMENT  
 WILLISTON, FL

**OVERALL UTILITY PLAN**

DATE: 9/11/2020  
 DRAWN BY: AC  
 PROJECT NUMBER: 2019046  
 SHEET 24 OF 41



This Instrument Prepared By:

Williston Shopping Center Partners, LLC  
5555 S. Kirkman Road, Ste. 201  
Orlando, FL 32819

## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

**THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (the "Declaration") is made this \_\_\_ day of February, 2021 by **WILLISTON SHOPPING CENTER PARTNERS, LLC**, a Florida limited liability company ("WSCP") (hereinafter referred to as "Declarant").

### WITNESSETH

**WHEREAS**, Declarant is the fee simple owner of that certain real property situate in the City of Williston, Levy County, Florida, as more particularly described as follows:

See **Exhibit "A"** attached hereto (hereinafter referred to as the "Subject Property"); and

**WHEREAS**, Declarant intends that the Subject Property be developed, improved, occupied, used and enjoyed as a development to be known as Williston Corners (the "Center"), as conceptually depicted on the Site Plan attached as **Exhibit "B"** (the "Center Site Plan"), which shall be suitable for commercial development and other related purposes; and

**WHEREAS**, Declarant desires that the Subject Property shall be encumbered by these covenants, conditions, restrictions, easements and reservations;

**NOW, THEREFORE**, in consideration of the premises and provisions hereof, Declarant hereby declares that the Subject Property shall be and is hereby encumbered by and made subject to the covenants, conditions, restrictions, easements and reservations hereinafter set forth, to wit:

### **ARTICLE 1** **DEFINITIONS**

For purposes of this Declaration, the following terms shall have the definitions and meanings as hereinafter set forth:

**1.1** **ACCESS DRIVES** shall mean generally those driveways and curb-cuts (including related off-site improvements, if any) to be constructed within the Subject Property as depicted on the Center Site Plan. An Access Drive shall not be deemed to include drive aisles within parking areas on a Parcel, unless such drive aisles directly connect with another Parcel or a public right-of-way. For the avoidance of doubt, Access Drives shall be limited to those driveways identified as such on **Exhibits B**. As Parcels hereafter develop, Declarant may modify **Exhibit B** by Amendment hereto to designate additional Access Drives.

**1.2** **DECLARANT** shall mean and refer to Williston Shopping Center Partners, LLC.

1.3 **DECLARATION** shall mean and refer to this Declaration of Easements, Covenants and Restrictions and all amendments and modifications hereto as are from time to time recorded in the Public Records of Levy County, Florida.

1.4 **IMPROVEMENTS** shall mean and refer to any man-made changes to the natural condition of the Subject Property including, and without limitation, structures of any kind (whether above or below the land surface), fences, walls, signs, sewers, lighting, drains, lakes waterways, roads, utilities, grading and landscaping.

1.5 **OCCUPANT** shall mean and refer to any person or organization which has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Parcel of land on the Subject Property (whether or not such right is exercised), as well as their respective successors and/or assigns.

1.6 **OWNER** shall mean and refer to one or more persons or entities who or which are alone or collectively the record owner of fee simple title to any Parcel of land within the Subject Property, including the Declarant, and all of their respective tenants, lessees, successors and/or assigns.

1.7 **PARCEL OR LOT** shall mean and refer to any area within the Subject Property designated as a Parcel or Lot on the Site Plan attached as **Exhibit "B"**, together with any and all improvements thereon. The terms "Parcel" and "Lot" may be used interchangeably.

1.8 **RESTRICTED or PROHIBITED USES** shall mean those uses identified on **Exhibit "C"** hereto.

1.9 **SUBJECT PROPERTY** shall mean and refer to that certain real property located in the City of Williston, Levy County, Florida, owned by the Declarant and more particularly described on **Exhibit "A"** attached hereto.

1.10 **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** or **DISTRICT** or **SWFWMD** shall mean the Southwest Florida Water Management District and/or any other government authority or agency having or asserting jurisdiction, either concurrently or as a successor, with respect to matters concerning water usage, storage, conveyance or other surface water or stormwater management issues.

1.11 **STORMWATER MANAGEMENT SYSTEM** shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges.

## **ARTICLE 2** **OBJECTIVES AND PURPOSES**

The covenants, conditions, restrictions, easements and reservations set forth in this Declaration are hereby imposed upon the Subject Property for the following objectives and purposes, to wit:

(a) to ensure that the development of the Center will proceed pursuant to a common plan of development with, among other things, (i) consistent Access Drives, and (ii) a separate Stormwater Management System for each respective Parcel;

(b) to provide for the future management, administration, care, maintenance, regulation and preservation of the Storm Water Management Systems and the Access Drives within the Center; and

(c) to impose certain restrictions on the use of Parcels within the Center.

### **ARTICLE 3**

#### **EFFECT OF DECLARATION**

**3.1 COVENANTS RUNNING WITH LAND.** This Declaration and each and every one of the easements, covenants, conditions, restrictions and reservations contained herein are hereby declared to be, and shall hereafter continue as, covenants running with the title to those portions of the Subject Property upon which the same are hereby imposed as an encumbrance.

**3.2 PROPERTY AFFECTED.** This Declaration and the easements, covenants, conditions, restrictions and reservations set forth herein shall be binding upon, inure to the benefit of and constitute a burden upon all of the Subject Property in accordance with the terms set forth herein. Accordingly, as more particularly specified in this Declaration all Parcels of land within the Subject Property shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used and enjoyed subject to and benefited and burdened by the terms and provisions of this Declaration and each of the easements, covenants, conditions, restrictions and reservations contained herein.

**3.3 PARTIES AFFECTED.** Except as hereinafter specifically provided, this Declaration shall be binding upon and inure to the benefit of all Owners of the Subject Property, including the Declarant, and all other persons having or claiming any right, title or interest in such property. Accordingly, each and every person or party who or which shall hereafter acquire, have or claim any right, title or interest in any Parcel of land within the Subject Property, whether by, through or under the Declarant or any subsequent Owner, shall, by virtue of the acceptance of any such right, title, interest or claim, whether by deed or other instrument, or by operation of law or otherwise, and whether voluntarily or involuntarily, be deemed to have acquired and accepted such right, title, interest or claim in or to any Parcel of the Subject Property subject to and benefited and burdened by the easements, covenants, conditions, restrictions and reservations set forth in this Declaration.

### **ARTICLE 4**

#### **STORMWATER MANAGEMENT SYSTEMS**

**4.1.1 INTENT.** Declarant intends that a separate Stormwater Management System be constructed on each respective Parcel if and to the extent required by the District.

**4.1.2 MAINTENANCE OF STORMWATER MANAGEMENT SYSTEMS.** Each Parcel Owner shall be obligated to maintain the Stormwater Management System on its respective Parcel in a first-class condition and state of repair, free of overgrowth and algae, and

otherwise in strict compliance with all applicable regulations of the District. In the event Declarant, or any Parcel Owner including Declarant (the "Non-breaching Parcel Owner"), reasonably believes that a pond has not been maintained to required standards and such failed maintenance jeopardizes or is reasonably believed to jeopardize such Non-breaching Parcel Owner's permit for the pond on its respective Parcel, the Non-breaching Parcel Owner may provide notice to the Parcel Owner (the "Breaching Parcel Owner") of its default, and in the event such default is not cured by the Breaching Parcel Owner within thirty (30) days after such notice, the Non-breaching Parcel Owner shall be entitled to enter the Breaching Parcel Owner's Parcel to perform the required maintenance. Following the completion of the maintenance by the Non-breaching Parcel Owner, the Non-breaching Parcel Owner may invoice the Breaching Parcel Owner for the reasonable cost of performing the maintenance plus an administrative fee equal to ten percent (10%) of such reasonable cost of performing such maintenance, which such invoice shall be paid by the Breaching Parcel Owner within thirty (30) days. In the event the Breaching Parcel Owner fails to pay the invoice within thirty (30) days, the Non-breaching Parcel owner may file a lien on the Breaching Parcel Owner's interest in the Parcel pursuant to Section 10.1 hereof.

## **ARTICLE 5**

### **ACCESS; PARKING**

**5.1 ACCESS EASEMENTS.** Declarant hereby declares and creates, for the benefit of the Owners and their tenants, occupants, customers and/or invitees, of all or any portion of the Subject Property, a non-exclusive and perpetual easement for pedestrian and vehicular (including without limitation tractor trailer delivery trucks) ingress, egress and access in common with others, over, upon and across the Access Drives depicted on the Center Site Plan and identified as such on **Exhibit "B"**.

**5.2 MAINTENANCE OF ACCESS DRIVES.** Each Parcel Owner shall be obligated to maintain the Access Drives on their respective Parcel in first-class, good, clean condition and state of repair, and in strict compliance with all applicable regulations of the City of Williston. In the event Declarant, or any Parcel Owner including Declarant (the "Non-breaching Parcel Owner"), believes that an Access Drive has not been maintained to required standards, the Non-breaching Parcel Owner may provide notice to the Parcel Owner (the "Breaching Parcel Owner") of its default, and in the event such default is not cured by the Breaching Parcel Owner within thirty (30) days after such notice, the Non-breaching Parcel Owner shall be entitled to enter the Breaching Parcel Owner's Parcel to perform the required maintenance. Following the completion of the maintenance by the Non-breaching Parcel Owner, the Non-breaching Parcel Owner may invoice the Breaching Parcel Owner for the reasonable cost of performing the maintenance plus an administrative fee of ten percent (10%), which such invoice shall be paid by the Breaching Parcel Owner within thirty (30) days. In the event the Breaching Parcel Owner fails to pay the invoice within thirty (30) days, the Non-breaching Parcel owner may file a lien on the Breaching Parcel Owner's interest in the Parcel pursuant to Section 10.1 hereof.

**5.3 USE AND MODIFICATION OF ACCESS DRIVES.** Notwithstanding the rights granted in this Article 5, no user of such rights shall interfere with, block, impede or otherwise impair the business operations on any Parcel or any parking, access or traffic flow to or on any Parcel. No Owner shall alter, relocate or obstruct access on any portion of the Access Drives without the prior written consent of the other Owners, except (i) in the event of an emergency, (ii) in the event that such Owner, upon the advice of its legal counsel, needs to close such Access Drives to prevent the public from acquiring any rights to same, (iii) for repairs to such Access Drives, provided a reasonable alternative means of access is provided during such period of repair, or (iv) if required by any governmental authority.

**5.4 NO CROSS PARKING EASEMENTS.** There shall specifically be no cross parking rights or easements between the Parcels. All Parcels located within the Subject Property shall independently meet any governmental requirements with respect to minimum parking space requirements without utilizing or including any parking spaces or areas located on any other Parcel, unless agreed to in a separate written agreement between the Owners owning the Parcel sharing such parking spaces or areas. Each Owner shall have the right to use any means available to it, including the right to lawfully tow unauthorized vehicles and post signs regarding parking restrictions, to enforce its right to control the use of parking spaces upon its Parcel.

## **ARTICLE 6**

### **UTILITY EASEMENTS**

**6.1 GENERALLY.** Subject to the terms set forth herein, the Declarant hereby declares and creates for the benefit of each Owner and its tenants or occupants of a portion of the Subject Property a non-exclusive, perpetual easement for the purposes of installing, using, maintaining, repairing and replacing required underground storm sewer lines, sanitary sewer pipes, irrigation pipes, water and gas mains, electric power lines, telephone lines, cable television and other communication lines and all other utility lines, wires, pipes, and conduits (collectively, “**Utility Lines**” and each individually, a “**Utility Line**”) which may from time to time be necessary or convenient to serve development of each Parcel, but only to the extent that it is reasonably necessary for a Parcel Owner to construct such lines outside the boundaries of its Parcel. The location and manner of installation of such Utility Lines and corresponding easement(s) shall be subject to approval by the Owner of the burdened Parcel and provided further that all work in connection with the foregoing (i) shall not materially interfere with or diminish the utility service to the burdened Lot; (ii) shall be performed without cost or expense to the burdened Owner; (iii) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction; and (iv) shall be diligently pursued to prompt completion and not materially adversely impact the burdened Owner’s Lot or the use or operation thereof. It shall be reasonable for the Owner of a burdened Parcel to object to such Utility Line if the location of which is not located within ten (10) feet of the boundary line of such burdened Owner’s Parcel. Further, the Owner of the burdened Parcel shall have the right, at any time, to relocate any of the benefited Owners’ Utility Lines located on its Parcel upon thirty (30) days prior written notice to the benefited Owner; provided, however, that such relocation (A) shall not materially interfere with or diminish the utility service to the benefitted Parcel; (B) shall not reduce or unreasonably impair the usefulness or function of such Utility Line(s); (C) shall be performed without cost or expense to the benefitted Owner; (D) shall be completed using materials and design standards which equal or exceed those originally used; (E) shall have been approved by the

provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction; and (F) shall be diligently pursued to prompt completion and not materially adversely impact the burdened Owner's Parcel or the use or operation thereof. Upon an Owner's installation of any such Utility Line(s) and related facilities over another Owner's Parcel, the benefited Owner shall, at its sole cost and expense, restore such area of the affected property to the condition that existed immediately prior to the date in which such work was performed.

**ARTICLE 7**  
**TEMPORARY CONSTRUCTION ACCESS**

**7.1** **GENERALLY.** The Declarant hereby declares and creates for the benefit of each Owner and its tenants, occupants, customers and/or invitees of a portion of the Subject Property a non-exclusive temporary construction easement over the property adjacent to such Owner's Parcel to the extent needed in accordance with good construction practices, but only during a period of construction on the Parcel, for the purpose of providing a temporary means of access for construction vehicles to and from the Parcel. All construction activities undertaken by Parcel Owner shall not interfere with, interrupt or affect the business activities conducted on another Parcel within the Subject Property. The Parcel Owner entering another Parcel shall be responsible, at its sole cost and expense, for restoring such area of the affected property to the condition that existed immediately prior to the date in which such work was performed.

**ARTICLE 8**  
**PARCEL MAINTENANCE**

**8.1** **OWNER MAINTENANCE RESPONSIBILITIES.** Owners of any Parcel of land within the Subject Property, together with the Occupants thereof, shall jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep such Parcel, including all buildings, improvements, driveways, roadways, parking areas, signs and landscaping located thereon and used in connection therewith, in a well-maintained, safe, clean and attractive condition at all times, consistent with other first-class developments within the generally vicinity of the Subject Property. Prior to construction on any Parcel, the Owner shall keep the Parcel seeded and mowed in an aesthetically pleasing condition (except during active construction) and strictly comply with requirements of the City of Williston.

**8.2** **ENFORCEMENT.** If, any Owner or Occupant has failed to discharge any of the herein prescribed maintenance duties or responsibilities, then any other Parcel Owner may give such Owner or Occupant written notice of such failure and such person must, on or before thirty (30) days after receiving such notice, commence and thereafter diligently pursue to completion the care and maintenance required. Should any such Owner or Occupant fail to discharge this duty and responsibility within such period, then the notifying Parcel Owner, upon not less than five (5) days prior written notice of intent to do so, shall have the right and power to enter upon the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person or entity. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the performing Parcel Owner for such cost plus an administrative fee of ten percent (10%). If such Owner or Occupant shall fail to reimburse the performing Parcel Owner on or before thirty (30) days after its receipt of a statement for such work, then said indebtedness shall

be a debt of all of said persons jointly and severally, and upon compliance by the Parcel Owner with the filing procedures set forth under Section 10.1 hereof, shall constitute a lien against the Parcel on which said work was performed.

**ARTICLE 9**  
**INTENTIONALLY OMITTED**

**ARTICLE 10**  
**NON-PAYMENT OF MAINTENANCE INVOICES**

**10.1 DELINQUENCY. NON-PAYMENT OF MAINTENANCE EXPENSES.** In the event a Parcel Owner is entitled, pursuant to Sections 4.1.2, 5.2 or 8.2 hereof, to file a lien against a Parcel, the procedure as set forth in Sections 10.2 to 10.5 shall apply to the lien for the expenses incurred by such Parcel Owner.

**10.2 NOTICE OF LIEN.** The Owner entitled to the lien shall be entitled to cause a Claim of Lien for such delinquent payment to be filed among the Public Records of Levy County, Florida. Any such Claim of Lien shall, among other things, state and identify the legal description of the Parcel against or with respect to which the lien is claimed, the name of the record Owner of, such Parcel as best known to the filing Owner, the amount of the lien claimed, including interest, late charges, and costs and expenses associated with collection, including attorneys' fees, if any, accrued to the date of the execution of such Claim of Lien.

**10.3 FORECLOSURE OF ASSESSMENT LIEN.** At any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of Levy County, Florida against or with respect to a particular Parcel, but only upon an additional 60 days' notice and failure to cure by any such delinquent Owner, the Declarant or filing Owner shall be entitled to bring an action in the Circuit Court in and for Levy County, Florida to foreclose the lien for delinquent payments evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed. Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court or in accordance with the provisions of Section 45.031 Florida Statutes, as amended or replaced from time to time. The Declarant or filing Owner shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by it using its judgment for the delinquent Assessment or its own funds, and if the successful bidder at such foreclosure sale, to acquire, own, hold, lease, sell, mortgage and convey any Parcel upon or with respect to which it has foreclosed its lien for delinquent Assessments.

**10.4 COLLECTION FROM OWNER.** The Declarant or filing Owner shall, at any time following the delivery of the aforesaid notice of delinquency, also be entitled to bring an action at law for the recovery and collection of such delinquent Assessment in the Circuit Court of the Judicial Circuit in and for Levy County, Florida against the Owner of the Parcel personally obligated for the payment of such delinquent Assessment. Each Owner of a Parcel, by the acceptance of a deed or other conveyance of the Parcel owned by such Owner shall be deemed to have agreed and consented to the jurisdiction of said Court over the person of such Owner for purposes of any action at law for the recovery and collection of any delinquent Assessment for the payment of which such Owner is personally obligated.

**10.5 JUDGMENT AMOUNT.** Whether in an action at equity to foreclose the lien of the Declarant for delinquent payments or in an action at law for the recovery and collection of any such delinquent Assessment from the Owner of the Parcel personally obligated for the payment of the same, the Declarant or filing Owner shall be entitled to recover in such proceedings the amount of such delinquent Assessment, together with late charges and interest thereon, if any, and such costs and expenses, including reasonable attorneys' fees, associated with the enforcement, recovery and collection thereof as may be awarded by the Court.

**10.6 REMEDIES CUMULATIVE.** The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefor shall be cumulative and not alternative; it being expressly provided that any suits brought for the collection of delinquent payments against the Owner personally obligated and liable for the payment of the same and for the foreclosure of the lien herein provided against the Parcel involved may be brought simultaneously as separate counts in the same action.

## **ARTICLE 11 AMENDMENT**

**11.1 AMENDMENT BY DECLARANT.** Until the Declarant no longer owns any Parcel (the "Turnover Date"), the terms, provisions, covenants, conditions, restrictions and reservations set forth in this Declaration may be changed, amended or modified from time to time by the Declarant in its sole discretion and without requiring the joinder or consent of any person or party whatsoever, provided any such change, amendment or modification does not adversely affect any Owner's use of its Parcel, its financial obligations hereunder, or its rights, obligations and protections with respect to its Parcel or its rights under this Declaration. Notwithstanding the foregoing, Declarant shall not have the right to modify the restrictions set forth on Exhibit "C" attached hereto without the unanimous consent of all Owners.

**11.2 AMENDMENTS.** The terms, provisions, covenants, conditions, restrictions and reservations as set forth in this Declaration may only be changed, amended or modified at any time and from time to time in writing by the Declarant (during (and only during) the time in which it owns any Parcel within the Subject Property) and the affirmative written consent or vote of Owners owning not less than seventy-five percent (75%) of the Subject Property; provided, however, (1) that any amendment to the Declaration prior to the Turnover Date, as set forth under Section 11.1, shall only be effective with the Declarant's express written joinder and consent and (2) that any amendment or modification increasing obligations or adversely impacting or affecting an Owner, including without limitation the rights, protections and easements granted hereunder, shall only be effective with such affected Owner's express written joinder and consent.

## **ARTICLE 12 RESTRICTIVE COVENANTS**

The Subject Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner (except for the Declarant for as long as the Declarant shall own Parcels in the Center) and its heirs, personal representatives, tenants, invitees, successors and assigns, as follows:



**12.1 LANDSCAPING** Landscaping on each Parcel and stormwater drainage and retention features located on such Parcel shall be continuously maintained in a first-class, good, aesthetically pleasing condition by the Owner thereof. Owners shall maintain their landscaping by mowing and edging to prevent overgrowth and trees and shrubbery shall be maintained to prevent obstruction of roads and walkways. All landscaped and grassed areas on each Parcel shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in such condition as is consistent with the balance of the Center. Landscaping shall be installed prior to occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

**12.2 OBNOXIOUS OR OFFENSIVE ACTIVITY**. No activity which is considered obnoxious or offensive by local ordinances shall be allowed upon the Subject Property, nor shall any use or practice be allowed which interferes with the peaceful possession and proper use and enjoyment of the Subject Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Area, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the Subject Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its unusual volume, duration, intermittent beat, frequency or shrillness in the context of businesses operating in a commercial retail center; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. The normal activities surrounding construction of a commercial structure and the construction activities within the Center by the Declarant or the other Owners and the normal operation of a quick service restaurant shall not violate the prohibition contemplated herein.

**12.3 GARBAGE AND TRASH**. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Subject Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Notwithstanding the foregoing, it shall be deemed acceptable for the Owner of the Aldi Parcel to place its trash receptacle(s) within its truck well in a manner consistent with its national prototypical store concept.

**12.4 STORAGE RECEPTACLES**. Absent the consent of the Declarant, no fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Declarant. Each Owner of a Parcel acknowledges that if a Tractor Supply ultimately is located on a parcel, Declarant intends to consent to its typical outdoor display of equipment, merchandise and a propane fuel tank.

**12.5 VEHICLES AND REPAIR**. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous

period in excess of three (3) days; provided, however this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel.

**12.6 TEMPORARY STRUCTURES.** No building or structure of a temporary character, including-trailers, tents and shacks shall be permitted in the Subject Property; provided, however, temporary improvements used solely in connection with the construction of permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

**12.7 COMPLETION OF CONSTRUCTION.** After commencement of construction of any improvements in the Subject Property, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall be completed no later than eighteen (18) months after commencement of construction thereof. The Owner of the Parcel on which improvements are being constructed shall, to the extent reasonably possible, at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements and shall keep the Common Area free from obstruction for at least one-way vehicular traffic for the purposes of access, ingress and egress to and from the Center and to and from each Parcel.

**12.8 EXCAVATION.** No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

**12.9 STORAGE AND LOADING AREAS.** Unless specifically approved in writing by Declarant no materials, supplies or equipment (except during the construction of improvements) shall be stored in any area of any Parcel except inside an approved building, or behind a visual barrier screening such areas from the view of the adjoining Parcels and any street. Each Owner of a Parcel acknowledges that if a Tractor Supply ultimately is located on a parcel, Declarant intends to consent to its typical outdoor display of equipment, merchandise and a propane fuel tank.

**12.10 RESTRICTED OR PROHIBITED USES.** No Parcel in the Center may be used for any of the activities or businesses listed in Exhibit "C" attached hereto, unless expressly provided otherwise on Exhibit "C".

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

**13.1 CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person, corporation, partnership, limited partnership, trust, association, or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the Public Records of Levy County, Florida, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust,

association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

**13.2 GOVERNING LAW.** This Declaration and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

**13.3 CONSTRUCTION.** The provisions of this Declaration shall be liberally construed so as to effectuate and carry out the objects and purposes specified in Article 2 of this Declaration.

**13.4 ATTORNEYS' FEES.** In the event that legal proceedings are instituted to enforce any of the provisions set forth in this Declaration, as amended or modified from time to time, or to enjoin any violation or attempted violation or default or attempted default of the same, the prevailing party in such proceeding shall be entitled to recover, from the losing party such reasonable attorneys' fees and court costs as may be awarded by the Court rendering judgment in such proceedings.

**13.5 NO WAIVER.** Failure by the Declarant to enforce any term, provision, covenant, condition, restriction or reservation herein contained in any particular instance or on any particular occasion shall not be deemed a waiver of the right to do so upon any subsequent violation or attempted violation or default or attempted default of the same or any other term, provision, covenant, condition, restriction, easement or reservation contained herein.

**13.6 CUMULATIVE RIGHTS AND REMEDIES.** In connection with the enforcement of this Declaration, all rights and remedies of the Declarant and the Owners, to the extent provided herein, shall be cumulative, and no single right or remedy shall be exclusive of any other, and Declarant and the Owners, to the extent specifically provided in this Declaration, shall have the right to pursue anyone or all of such rights or remedies or any other remedy or relief which may be provided by law, whether or not expressly stated in this Declaration or otherwise.

**13.7 EFFECT OF INVALIDATION.** If in the course of an attempt to enforce this Declaration, any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**13.8 NOTICE.** Any notice required or permitted to be given pursuant to the provisions of this Declaration shall be in writing and shall be deemed to have been properly and timely delivered by either party to the other if such notice shall have been delivered by overnight express mail (which shall include Federal Express or United Parcel Service or any other nationally recognized overnight Courier Service) or certified mail, return receipt requested and notices shall be effective upon receipt (as evidenced by return receipt if sent via mail). Rejection or refusal to accept will have the effect of receipt. The notices shall be delivered to the interested parties as follows:

(a) Notice to an Owner shall be delivered to the address of the applicable Owner as reflected in the tax records of Levy County, Florida.

(b) Notice to the Declarant shall be to its principal place of business which initially is: 5555 S. Kirkman Road, Ste. 201, Orlando, Florida 32819. Any change of

Declarant's address documents as amendment to this Declaration and recorded in the public records of Levy County, Florida.

**13.9 DURATION.** The terms, provisions, covenants, conditions, restrictions or reservations set forth in this Declaration shall run with the land and shall continue and be binding upon the Declarant and the Declarant and upon each Owner from time to time of any Parcel or portion thereof and the respective successors and assigns and all other persons, parties or legal entities having or claiming any right, title or interest in the Parcels, by, through or under any of them, for a period of seventy-five (75) years from the date this Declaration is recorded among the Public Records of Levy County, Florida, after which time this Declaration and the easements, covenants, conditions, restrictions or reservations set forth herein, as the same shall have been changed, amended or modified from time to time, shall be automatically extended for successive periods of ten (10) years unless an instrument of termination executed by all Owners of Parcels located within the Subject Property is recorded among the Public Records of Levy County, Florida prior to the end of the initial term or any subsequent extension term of this Declaration.

**13.10 ASSIGNMENT OF DECLARANT'S RIGHTS AND INTERESTS.** The rights, obligations and interests of the Declarant under this Declaration may and shall be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Subject Property only by an express transfer, conveyance or assignment incorporated into a recorded deed or other instrument, as the case may be, with written notice thereof delivered to each Owner, transferring, conveying or assigning such rights, obligations interests to such successor. Notwithstanding the foregoing or anything contained herein to the contrary, in the event Declarant fails to assign its rights, obligations and interests as provided above, then immediately upon the Turnover Date, the Owner of the largest Parcel in the Subject Project (other than the Owner of the Aldi Parcel, unless expressly agreed to by such Owner), shall automatically be deemed to have assumed such rights, obligations and interests of Declarant under this Declaration. Such assignment and assumption shall be deemed to automatically occur without any further action required by any party hereto.

**13.11 INDEMNIFICATION.** Any party who performs work on another's property shall promptly restore any portion of the property damaged or disturbed as a result of such work, and shall indemnify the Owner of the Subject Property on which such work is performed against any loss, damage, claim, suit, cost and expense (including reasonable attorneys' fees) arising out of the work performed.

**13.12 NO WARRANTIES.** This Declaration is made for the purposes set forth in **Article 2** of this Declaration and the Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of the terms and provisions of or the easements, covenants, conditions, restrictions and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

**13.13 NO DEFAULT.** No default or violation of any of the terms of this Declaration, shall constitute the basis for cancellation or termination of this Declaration.

**13.14 FUTURE UTILITY EASEMENTS.** Notwithstanding anything in this Declaration to the contrary, but subject to the express terms and conditions set forth in Section 6.1 above as it relates to each individual Lot, Declarant shall have the right to enter into any utility easements for the benefit of the Center. In the event that any such utility easement is entered into subsequent to the initial conveyance of any Lot (and such grantee's successors and assigns, including mortgagees and all persons claiming an interest in such Lot by, through or under such grantee) by its acceptance of such initial instrument of conveyance (whether by metes and bounds legal description or by platted lot and block legal description) shall be deemed to have consented and agreed to the inclusion of any such Lot in any such utility easement and such grantee and all parties claiming by, through or under such grantee shall be deemed to have consented and agreed to join in and execute such utility easement documents as may be reasonably required to effectuate the development of the Center by Declarant. No such utility easement shall: (a) increase the obligations of the owner of a Lot beyond any obligations of such Owner prior to such initial conveyance of a Lot; or (b) locate any such utility easement on a Lot in a manner that interferes with an Owner's development or its Lot, including without limitation any proposed placement of and construction of the building and related improvements on a Lot, nor prohibit in the easement area such other improvements, by way of example, but not in limitation thereof, such as landscaping, curbs, asphalt parking areas, irrigation and traffic control devices.

**13.15 PLATTING.** Notwithstanding anything in this Declaration to the contrary, but subject to any written lease or occupancy agreement with any occupant, Declarant shall have the right to plat the Subject Property or any portions thereof then owned by Declarant pursuant to and in accordance with applicable laws, statutes, codes, ordinances, rules, regulations, or orders of any governmental authority having jurisdiction over the Subject Property or any improvements constructed or located therein then owned by Declarant. In the event that any such platting shall take place subsequent to the initial conveyance of a particular Lot so conveyed, then any such subsequent platting shall be subject to the approval of the Owner of such Lot (and such Owner's successors and assigns, including mortgagees and all persons claiming an interest in such Lot by, through or under such Owner). Such platting shall be done at Declarant's sole cost and expense and at no additional cost to any subsequent Owner of a Lot. Further, no such platting shall: (a) increase the obligations of the Owner of a Lot beyond any obligations of such Owner prior to such platting; or (b) reconfigure the Lot or easements established herein in a manner that would adversely affect any Owner's use and enjoyment of their Lot.

[The remainder of this page is intentionally left blank]

**IN WITNESS WHEREOF** the Declarant has caused this Declaration to be made and executed as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

**WILLISTON SHOPPING CENTER PARTNERS, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Randall R. Hodge, Vice President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA        )  
                                      ) S.S.:  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Randall R. Hodge, as Vice President of Williston Shopping Center Partners, LLC, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My Commission Expires:  
[NOTARIAL SEAL]

**JOINDER AND CONSENT OF MORTGAGEE TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (the "Mortgagee"), whose address is \_\_\_\_\_, being the holder of that certain Mortgage and Security Agreement dated \_\_\_\_\_, from Williston Shopping Center Partners, LLC, a Florida limited liability company, recorded on \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Page \_\_, Public Records of Levy County, Florida (the "Mortgage"), hereby joins in and consents to the filing of the Declaration of Easements, Covenants and Restrictions, dated \_\_\_\_\_ (the "Declaration").

[The remainder of this page is intentionally left blank].

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
  ) S.S.:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My Commission Expires:  
[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires:



**EXHIBIT "A"**

**Legal Description of Subject Property**

**EXHIBIT "B"**

**Center Site Plan**

**SEE ATTACHED [Mark Access Drives]**

## EXHIBIT "C"

### Restricted or Prohibited Uses

- (a) a Retail Grocery Store. The term "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than fifty (50) food items are sold for off-premises consumption. "Retail Grocery Store" does not include a delicatessen, drug store or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption. The restriction set forth in this item (a) shall specifically not apply to the easternmost Parcel depicted on **Exhibit B**;
- (b) dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (c) a pet store (excluding such services if provided by a national retailer such as Petco);
- (d) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales;
- (e) auto repair shop;
- (f) gasoline station (excluding gasoline sales provided in connection with a convenience store operated by a national retailer such as 7/11);
- (g) adult book store or any establishment selling or exhibiting pornographic materials (excluding national book retailers such as Barnes & Noble);
- (h) bingo parlor;
- (i) a school, academy or learning center having more than twenty students at any one time;
- (j) a video game parlor or amusement arcade (excluding such items being deployed as part of a restaurant operation such as a play room in a Burger King restaurant);
- (k) a business which would emit or produce noxious fumes or gases or loud noises;
- (l) an assembly or manufacturing operation;
- (m) a distillation, refining, smelting, industrial, agricultural, drilling or mining operation;
- (n) a junk yard, stock yard or animal raising operation;
- (o) a dump or disposal, or any operation for the incineration or reduction of garbage or refuse;

- (p) a mortuary or funeral parlor;
- (q) flea market;
- (r) a nightclub, discotheque or dance hall;
- (s) a lot for the sale of used motor vehicles;
- (t) a pool or billiard hall (unless operated as part of a large scale family recreation or entertainment facility);
- (u) a use or operation which is generally considered to be an unreasonable environmental risk to any portion of the Property or surrounding properties excluding facilities selling petroleum products provided such facilities comply with any and all environmental laws, statutes, codes, ordinances, rules and regulations and are otherwise permitted hereunder;
- (v) off-track betting establishment;
- (w) a mobile home park, trailer court, labor camp, or mobile home sales lot (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- (x) an abortion clinic;
- (y) an operation whose principal use is a massage parlor and/or exotic dancing, provided this shall not prohibit massages in connection with a beauty salon, spa, or health club/athletic facility;
- (z) Drug, alcohol and other substance abuse centers.
- (aa) Fraternal or sororital organizations;
- (bb) Pawn shops or other establishments specializing in the resale of second-hand items;
- (cc) Political and/or social organizations, clubs and associations;
- (dd) Self-service laundry;
- (ee) Self-service storage;

# OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number **OXFL-08752119** File Number: T-27031

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:


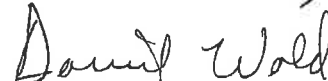
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

*In Witness Whereof*, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

Countersigned: **Policy Issuer:**  
**LEVY ABSTRACT & TITLE COMPANY**  
50 PICNIC STREET  
POST OFFICE BOX 148  
BRONSON, FL 32621-0000  
PHONE: (352) 486-2116

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Officer or Licensed Agent

By  President  
Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or  
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records  
 (i) to be timely, or  
 (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

# CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in any Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## CONDITIONS (con't)

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.



## CONDITIONS (con't)

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: 612-371-1111.

# Schedule A

Owner's Policy



Issued by Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401-2499  
(612) 371-1111

File No.: T-27031

Policy No.: OXFL-08752119

Address Reference: 130 SW 3rd Street, Williston, Florida 32696

Amount of Insurance: \$1,250,000.00

Premium: \$5,700.00

Date of Policy: March 14, 2019 at 02:42 PM

1. Name of Insured: **WILLISTON SHOPPING CENTER PARTNERS, LLC, a Florida limited liability company**
2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**
3. Title is vested in: **WILLISTON SHOPPING CENTER PARTNERS, LLC, a Florida limited liability company**

LEVY ABSTRACT & TITLE COMPANY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

*Kenneth B. Karasak*  
Kenneth B. Karasak - Authorized Officer or Agent

By

President

Attest

Secretary

4. The Land referred to in this policy is described as follows:

Commence at the Northwest corner of Block 31, of the Map of Williston as per plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Levy County, Florida; thence S 79°14'05" W, along the westerly extension of the southerly right-of-way line of West Noble Avenue, also known as U.S. Highway 27 Alternate and State Road 500, a distance of 42.00 feet to the westerly right-of-way line of Southwest Third Street, formerly Levy Street as per said plat of Map of Williston being the Point of Beginning; thence continue S 79°14'05" W along the southerly right-of-way line of U.S. Highway 27 Alternate, a distance of 1196.64 feet to a point on the northerly boundary of Lot 5, Block 1 of Weona Hills Estates as per plat thereof recorded in Plat Book 2, Page 8 of the Public Records of Levy County, Florida; thence S 10°50'44" E, a distance of 139.00 feet; thence S 80°33'35" W, a distance of 104.59 feet to the easterly right-of-way line of Southwest Sixth Street, formerly known as Williams Street on the said plat of Weona Hills Estates; thence S 00°22'36" E, along said easterly right-of-way line a distance of 159.53 feet to the northwesterly corner of Lot 15, Block 1 of said Weona Hills Estates; thence N 79°23'51" E, a distance of 50.00 feet to the northeasterly corner of said Lot 15; thence S 00°22'36" E along the easterly line of said Lot 15, a distance of 103.00 feet to the southeasterly corner of said Lot 15 and the northerly right-of-way line of Southwest First Avenue, formerly Church Avenue as per plat of said Weona Hills Estates; thence N 79°23'51" E, along the northerly right-of-way line of said Southwest First Avenue, a distance of 957.10 feet; thence N 78°53'58" E, continuing along said northerly right-of-way line, a distance of 341.92 feet to the westerly right-of-way line of aforesaid Southwest Third Street; thence N 10°51'39" W, along said westerly right-of-way line, a distance of 395.68 feet to the Point of Beginning, All lying and being located in Section 6, Township 13 South, Range 19 East, City of Williston, Levy County, Florida.

# Schedule B

## OWNER'S POLICY

File No.: T-27031

Policy No.: OXFL-08752119

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.

**NOTE: Items 1, 2, 3, 4 and 5 listed above are hereby deleted**

7. Reservation to the STATE OF FLORIDA contained in Deed from TRUSTEES OF THE INTERNAL IMPROVEMENT FUND to WARDELL R. FUGATE, dated 10/09/1944, filed 10/27/1944 and recorded in Deed Book 41, Page 344, Public Records of Levy County, Florida, to wit:  
  
"AS TO ALL LANDS there is reserved unto the State of Florida the title to an undivided one half of all petroleum and petroleum products, and title to an undivided three fourths of all other minerals which may be found on or under the said land, together with the privilege, outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner."(NOTE: The right of entry and exploration has been released by the provisions of Florida Statute 270.11(2).)
8. RIGHT OF WAY EASEMENT from SCHOOL BOARD OF LEVY COUNTY, FLORIDA, to STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION dated 08/06/1991, filed 08/28/1991 and recorded in O.R. Book 438, Page 729 (#233599), Public Records of Levy County, Florida.
9. PERPETUAL EASEMENT from SCHOOL BOARD OF LEVY COUNTY, FLORIDA, to STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION dated 01/05/1999, filed 02/16/1999 and recorded in O.R. Book 666, Page 882 (#334703), Public Records of Levy County, Florida.
10. The survey of Harold Lee Mills, L.S. #2978, dated 01/21/2016, shows a 3.4 foot wide wood stairway, a 8.0 foot by 8.0 foot deck, and a 2.0 foot by 2.0 foot A/C unit on concrete pad encroaching onto Schedule A land, located in the NW corner.

**Date: May 4, 2021**

**COUNCIL AGENDA ITEM**

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**TOPIC: RESOLUTION 2021-20**

**REQUESTED BY: LAURA JONES**

**PREPARED BY: LAURA JONES**

**BACKGROUND / DESCRIPTION: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1562, BEGINNING AT PAGE 40, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

           **APPROVED**

           **DISAPPROVED**

**CITY COUNCIL RESOLUTION NO. 2021-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1562, BEGINNING AT PAGE 40, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN.**

**WHEREAS**, the City of Williston, Florida (hereinafter the "City") is the holder of a City Code Enforcement Lien (hereinafter the "City Lien") against property owned, controlled, or possessed by Suzanne Barrett and Christine Robinson, (hereinafter the "Property Owners") at the time of the entry of the *Order Imposing Administrative Fine/Lien* that has been recorded in the Official Records Book 1562, beginning at Page 40, of the public records of Levy County, Florida; and

**WHEREAS**, the City desires to release, terminate and cancel the City Lien by recording a *Release and Satisfaction of Lien*, a copy of which is attached hereto and made a part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

FLK/aj  
04/28/21

**Section 2.** The City hereby authorizes the President to execute the *Release and Satisfaction of Lien* and directs that said instrument be recorded in the public records of Levy County, Florida.

**Section 3.** Effective Date. This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of May 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones,  
President

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Latricia Wright,  
City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT  
OF THE CITY OF WILLISTON, FLORIDA**

City of Williston, Florida,  
Petitioner,

Case No.: CV 20-08

vs.

Barrett, Suzanne/Robinson, Christine  
21931 SE 68<sup>th</sup> Lane  
Morrison, FL 32668  
Respondents.

\_\_\_\_\_ /

**RELEASE AND SATISFACTION OF LIEN**

COMES NOW, the Petitioner-Lienor, CITY OF WILLISTON, FLORIDA (herein "City"), which filed and recorded a lien on November 23, 2020, through its *Order Imposing Administrative Fine/Lien*, a copy of such being attached hereto as "Exhibit A" and incorporated herein, at Official Records Book 1562, Page 40, Official Records of Levy County, Florida, on the property owned by Respondent, Suzanne Barrett and Christine Robinson.

Upon consideration of the premises of this matter the City Council of the City of Williston, at a duly noticed meeting on 4th day of May 2021 did deliberate and vote to release all liens on the Property created by the aforementioned lien.

NOW THEREFORE, the City of Williston hereby releases all liens and right of lien or claim of whatsoever kind or character on the Property by the City of Williston, Florida through the date hereof, including, but not limited to, that aforementioned lien recorded in the Public Records of Levy County, Florida as first stated herein.

*[Remainder of page left blank intentionally. Signatures  
appear on the next page.]*



Signed this \_\_ day of May 2021.

**CITY OF WILLISTON, FLORIDA**

BY: \_\_\_\_\_  
Debra Jones,  
President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Latricia Wright,  
City Clerk

BY: \_\_\_\_\_  
Frederick L. Koberlein Jr.,  
City Attorney

**STATE OF FLORIDA  
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Debra Jones, President, and Latricia Wright, City Clerk, on behalf of the City of Williston, Florida, who are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - Signature

\_\_\_\_\_  
Notary Name - Printed

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT  
OF THE CITY OF WILLISTON, FLORIDA**

*all* CITY OF WILLISTON, FLORIDA

vs.

Case No. CV20-08

Barrett, Suzanne/ Robinson, Christine  
21931 SE 68th Lane  
Morrison, FL 32668

Respondent  
\_\_\_\_\_ /

**ORDER IMPOSING ADMINISTRATIVE FINE/LIEN**

This CAUSE came on for public hearing before the Board on November 23, 2020, pursuant to Chapter 46 of the City of Williston Code of Ordinances. After due notice to the Respondent, and the Board, having heard testimony under oath, received evidence, and heard argument of the code enforcement officer or land development regulations administrator thereupon issues its Findings of Fact and Conclusion of Law and order as follows:

**I. FINDINGS OF FACT**

The Board makes the following findings of fact:

1. That the Respondent(s), Barrett, Suzanne/ Robinson, Christine, is the owner(s) of real property located at 330 SE 6<sup>th</sup> Street which is within the corporate municipal boundaries of the City of Williston, Florida.
2. That sufficient evidence was presented by the code enforcement office to demonstrate that property constitutes a hazardous land as defined in Section 48-2, City of Williston Code of Ordinances.
3. That sufficient evidence was presented by the code enforcement office to demonstrate that there exists upon this property excessive vegetation.
4. That the Respondent did not attend the meeting to present any defense.

**II. CONCLUSIONS OF LAW**

Based upon the testimony heard and the evidence presented, the Code Enforcement Board concludes:

1. That the property located at 330 SE 6<sup>th</sup> Street is hazardous because of the excessive vegetation.

Based upon the above conclusions, the Code Enforcement Officer or Land Development Regulations Administrator may proceed accordingly with enforcement under Chapter 46, Article VII of the City of Williston Code of Ordinances.

II. FINAL ADMINISTRATIVE ORDER

1. The violation(s) of the City of Williston Code Section 48-5, Unsafe Buildings and Hazardous land on real property located at 330 SE 6th Street, Williston, Florida, in Levy County.

2. In accord with the Order of the Board, there is hereby imposed upon 330 SE 6th Street, a fine in the amount of Twenty-Five Dollars (**\$25.00**) per day, beginning December 3, 2020, for each day the violation(s) continue(s), which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law, plus Administrative fees in the amount of **\$250.00**.

DONE AND ORDERED THIS 23rd day of November 2020, at Williston, Levy County, Florida.

BOARD OF ADJUSTMENT AND CODE ENFORCEMENT OF THE CITY OF WILLISTON, FLORIDA

*Sharon Brannan*  
Sharon Brannan, Chairperson

(STATE OF FLORIDA)  
(COUNTY OF LEVY)

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November 2020, by Sharon Brannan Chairperson of the City of Williston, Board of Adjustment and Code Enforcement, and who being personally known to me.



*Nicole Bouse*  
Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail to the Respondent, Barrett, Suzanne/ Robinson, Christine, 21931 SE 68th Lane, Morriston, FL 32668 this 24th day of November 2020.

*Laura Jones*  
Laura Jones, Board Secretary

Date: 05/04/2021

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2021-23:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY, AND CITY ATTORNEY, OF WILLISTON, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF UP TO \$23,000.00 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION IN ACCORDANCE WITH THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT.**

**REQUESTED BY:** BENTON STEGALL AIRPORT MANAGER

**PREPARED BY:** BENTON STEGALL AIRPORT MANAGER

**FISCAL IMPACTS:** If the city has enters into an agreement with the FAA, The Williston Municipal Airport will be eligible to apply for a one time grant of up to \$23,000 to assist in the payment of any purpose which airport revenues may lawfully be used for. Our plan is to use these funds to offset costs incurred for moving the perimeter fence, in addition to hanger and vehicle repairs.

**RECOMMENDED ACTION:** Staff recommends approval.

**ATTACHMENTS:**

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2021-23	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

**COUNCIL ACTION:**

APPROVED

DENIED

**CITY COUNCIL RESOLUTION NO. 2021-023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF UP TO \$23,000.00, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION IN ACCORDANCE WITH THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT.**

**WHEREAS**, the City of Williston, Florida submitted to the Federal Aviation Administration (hereinafter the "FAA") an Airports Coronavirus Response Grant Program (hereinafter the "ACRGP") Application for a grant of Federal funds at or associated with the Williston Municipal Airport; and

**WHEREAS**, in consideration of the promises, representations, and assurances provided by the City, the FAA has approved the ACRGP Application for the Williston Municipal Airport (hereinafter the "Grant"); and

**WHEREAS**, the City finds that accepting the terms and conditions of the Grant, a copy of which is attached hereto as "Exhibit A", is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The city administration is hereby authorized to accept the grant award from the United States of America acting through the Federal Aviation Administration in an amount up to twenty-three thousand dollars and zero cents (\$23,000.00) to prevent, prepare for, and respond to coronavirus for the Williston

FLK/aj  
04/21/2021

Municipal Airport.

**Section 3.** The Council President, or city administration, is authorized to execute any and all documentation relating to the Grant.

**PASSED AND ADOPTED** at a meeting of the City Council on the \_\_\_\_ day of May 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones,  
City Council President

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date April 15, 2021

Airport/Planning Area Williston Municipal Airport

ACRGP Grant Number 3-12-0087-021-2021

Unique Entity Identifier 010826352

TO: City of Williston

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 4, 2021, for a grant of Federal funds at or associated with the Williston Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Williston Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Williston Municipal incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's

payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$23,000, allocated as follows:
  - \$23,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will



proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 14, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

### SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

#### CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 15, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
(Signature)

Bart Vernace

\_\_\_\_\_  
(Typed Name)

Manager

\_\_\_\_\_  
(Title of FAA Official)

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

\_\_\_\_\_  
City of Williston

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designative Official/Representative)*

**By:**

\_\_\_\_\_  
*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Frederick L. Koberlein, Jr., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at April 28, 2021

By: 

\_\_\_\_\_  
(Signature of Sponsor's Attorney)



## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.



**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

#### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

**17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan



as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Williston, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 4, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC  
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

Date: May 4, 2021

**COUNCIL AGENDA ITEM**

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**ORDINANCE NO. 690: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; CHAPTER 2 ADMINISTRATION; ARTICLE 6 FINANCES; REMOVING LANGUAGE IN SECTION 2-232 COLLECTION OF EXPENSES AND REPLACING WITH NEW LANGUAGE FOR COLLECTION OF FEES FOR ALL PAST DUE ACCOUNTS, OF ALL TYPES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY:** CITY MANAGER  
**PREPARED BY:** JACKIE GORMAN, CITY PLANNER

**BACKGROUND / DESCRIPTION:**

If you will recall on February 2, 2021 the City approved a Contract with Valley Collection Service, LLC (VCS, Inc.) for the collection of 1) all utility accounts; 2) Airport lease and rental billing accounts; and 3) all other City accounts receivable invoices that are 90+ days delinquent.

VCS, Inc., as part of the signed Contract, charges 15% for any accounts assigned to the agency regardless of the amount of the account whether paid to VCS or the Client. In order for us to move forward we were advised by our City Attorney to amend the Code to allow collection fees to be charged for all past due accounts, of all types.

**LEGAL REVIEW:** Required

**FISCAL IMPACTS:** Revenues for collection of unpaid accounts

**RECOMMENDED ACTION:** Staff recommends approval of First Reading

**ATTACHMENTS:**

CONTRACT       **ORDINANCE 690**       MAP  
 LEASE       OTHER DOCUMENTS

**CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED**  
**COUNCIL ACTION:**  APPROVED       DENIED

ORDINANCE NO. 690

**AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; CHAPTER 2 ADMINISTRATION; ARTICLE 6 FINANCES; REMOVING LANGUAGE IN SECTION 2-232 COLLECTION OF EXPENSES AND ADDING LANGUAGE FOR THE COLLECTION OF FEES FOR ALL PAST DUE ACCOUNTS, OF ALL TYPES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston currently has regulations concerning finances; and

**WHEREAS**, language needs to be added in order to assign a collection agency to collect for all past due accounts, of all types; and,

**WHEREAS** the City of Williston City Council did hold a public hearing on the matter; and

**WHEREAS**, the City of Williston City Council has agreed that it is in the best interest of the Citizens to amend the Code of Ordinances of the City of Williston to include a collection fee for past due accounts of all types; and

**WHEREAS**, the City Council did hold the required public hearings, under the provisions of the adoption procedures established in Chapter 166, Florida Statutes,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**

Section 1. Amending Chapter 2, Article 6, Subsection 2-232 as follows:

**CHAPTER 2 ADMINISTRATION; ARTICLE 6 FINANCES SECTION 2-232  
COLLECTION OF EXPENSES**

**Sec. 2-232. - Same – Collection of expenses.**

~~The officers of the city with whom such application as provided in section 2-231 may be filed shall be charged with the duties of collecting such expenses and costs. In addition to fees for permit applications provided in section 2-231, a fee will be charged in connection with the collection of fees for all past due accounts, of all types.~~

**Section 2. Severability.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 3. Codification.** It is the intention of the City Council of the City, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the City and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**PASSED ON FIRST READING, THIS DAY OF \_\_\_\_\_, 2021.**

**PASSED AND DULY ADOPTED,** with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this day of \_\_\_\_\_ 2021

**ATTEST: CITY OF WILLISTON**

\_\_\_\_\_  
**LATRICIA WRIGHT**  
**CITY CLERK**

\_\_\_\_\_  
**DEBRA JONES**  
**PRESIDENT, CITY COUNCIL**

\_\_\_\_\_  
**FRED L. KOBERLEIN, JR., CITY ATTORNEY**





Adjacent zoning and land uses:

North: Central Business District

South: Commercial

East: Commercial

West: Commercial



## II. BACKGROUND AND ANALYSIS

### Introduction and Background:

Rahi One Property LLC. is the owner of the subject property located at 13 W. Noble Ave.

The Applicant is requesting the opportunity to sell on-premise beer, wine and liquor as part of the proposed "package store" establishment.

### Analysis:

The subject property is located DOWNTOWN and is in the Commercial Future Land Use Map (FLUM) category, and Commercial Intensive zoning district.

The applicant indicates its desire to be part of the community and operate a good establishment. The property is now vacant and this will be a new store downtown meeting our commercial development design requirements.

The proposed establishment is an allowed use in the commercial zoning district as follows: **Sec. 60-372. - Permitted principal uses and structures.**

The City's CRA Plan and Economic Development Strategy encourages new businesses in the downtown area. Considering the proper balance between encouraging pedestrian orientation of the downtown area and activities that involve alcohol and how it may become intrusive is squarely within the purview of the Planning & Zoning Commission and City Council with the special exception process.

According to the City of Williston's Land Development Regulations, the City Council may approve, approve with special conditions and safeguards, or deny a special

exception depending upon whether or not it finds that a project promotes public health, safety, moral, order, comfort, convenience, appearance or prosperity for the general welfare of the residents of the City of Williston. Such a determination may be dependent upon special conditions of approval and findings that satisfactory provision and arrangement has been made concerning the following matters, where applicable:

- Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- Off-street parking and loading areas, where required, with particular attention to the items in (a) above and the economic, noise, glare, or odor effect of the special exception on adjoining properties and properties generally in the district.
- Refuse and service areas, with particular reference to items (a) and (b) above.
- Utilities, with reference to locations, availability, and compatibility.
- Screening and buffering with reference to type, dimensions, and character.
- Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- Required yards and other open space.
- Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:
  - Conformity with the comprehensive plan and the effects upon the comprehensive plan.
  - Existing land use patterns.
  - The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets.
  - Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood.
  - The impact of the proposed use upon living conditions in the neighborhood.
  - The impact of the proposed use upon traffic congestion or other public safety matters.
  - The impact of the proposed use on drainage.
  - The impact of the proposed use upon property values in the adjacent area.

- The impact of the property use upon light and air to adjacent areas.
- The impact of the proposed use upon the improvement or development of adjacent property in accordance with existing regulations.
- The impact of the proposed use with regard to the scale and needs of the neighborhood or the community.

**Summary:**

The Applicant is requesting the opportunity to sell beer, wine and liquor as part of the proposed “package store” establishment for off-premise consumption. Beer and wine are allowed without a special exception. This is solely a special exception for distilled beverages or “liquor”.

Sales of liquor are not allowed within 300 churches.

“It shall be unlawful for any person or entity to sell, distribute, serve, or otherwise allow to be consumed, any alcoholic beverage, within 300 feet of any **parcel on which a church is located**, except for those persons or entities permitted and licensed by the State and identified in any of the following subsections:(1) vendors of malt beverages or wine intended only for off-premises consumption;(2) entities permitted as to wine for religious or sacramental purposes;(3) restaurants selling or serving malt beverages or wine intended only for on-premises consumption.”

This parcel is **NOT** within 300 feet of a parcel on which a church is located so that is **NOT** part of this consideration. However, representatives from the United Methodist Church of Williston were in attendance to speak against allowing the special exception.



This applicant offered to be closed on Sundays however, that is **not required** in the code.

Sec. 6-3. - Hours.

(a)Consumption off the premises. No alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding an alcoholic beverage license under state law, for consumption off the premises, between the hours of midnight and 7:00 a.m. of the following day; provided, however, that on January 1, the foregoing restrictions shall not apply from midnight to 1:00 a.m.

(Ord. No. 652, § 1, 3-22-2016)

Sec. 6-4. - Sale on the 25th day of December.

It shall be unlawful to sell alcoholic beverages in the city on the 25th day of December.

As noted in the attached minutes, the Planning and Zoning Commission did not recommend City Council approve this special exception by a vote of 3-2. Reasons given did not reflect issues with the code, but instead opinions on the type of establishment proposed.

**RECOMMENDED ACTION:** Planning and Zoning Commission does not recommend approval for sales of alcohol for off-premise consumption (Vote 3-2 with one member absent and one vacant seat) in the downtown district.

**ATTACHMENTS:** Application  
Minutes Excerpt

**CITY COUNCIL ACTION:** \_\_\_\_\_ **APPROVED** \_\_\_\_\_ **DISAPPROVED**



City of Williston

# Community Development Department

50 NW Main Street  
Williston, FL 32696

Phone: (352) 528-3060 Fax: (352) 528-0390

Email : [City.Planner@Willistonfl.org](mailto:City.Planner@Willistonfl.org)

Website: [www.willistonfl.org](http://www.willistonfl.org)

## SPECIAL EXCEPTION REQUEST (\$720.00 - Commercial \$360 - Residential)

1. Name of Petitioner(s) : Rahi One Property LLC, Kokilaben Patel, Managing Member \_\_\_\_\_

Address of Petitioner(s) : 5439 SW 49th Street \_\_\_\_\_

City \_\_\_\_\_ Ocala \_\_\_\_\_ State FL \_\_\_\_\_ Zip 34474 \_\_\_\_\_ Phone # 352/361-4479 \_\_\_\_\_

2. Parcel Number (from tax roll): \_\_\_\_\_ 05528-000-00 \_\_\_\_\_

Size of property: \_\_\_\_\_ 0.6 \_\_\_\_\_ Legal Description: (Please attach)

3. Description of Request:

Special Exception pursuant to the following:

Sec. 60-335. - Special exceptions - (3) Package store for sale of alcoholic beverages

Sec. 6-6. - Consumption, possession, distribution, sales, prohibitions.

(a) Churches. It shall be unlawful for any person or entity to sell, distribute, serve, or otherwise allow to be consumed, any alcoholic beverage, within 300 feet of any parcel on which a church is located

Sec. 46-132. - Special exceptions

4. A special exception shall not be granted by the Board of Adjustment unless and until:
- A written application for a special exception is submitted indicating the section of this article under which the special exception is sought and stating the grounds on which it is requested. The application shall include a site plan or sketch of the subject property drawn to scale. Refer to the City of Williston Land Development Code for specific criteria for the proposed Special Exception.
  - Notice of public hearing (provided by staff) on the special exception shall be given in the manner prescribed in the City's Land Development Code and any party may appear in person or by agent or attorney;
  - The board of adjustment shall make findings that it is empowered under the section of this article described in the application to grant the special exception and that the granting of the special exception, with any appropriate conditions and safeguards that the board may deem necessary, will not adversely affect the public interest;

- d. In granting any special exception, the board of adjustment may prescribe appropriate conditions and safeguards in conformity with this article. Violation of such conditions and safeguards, when made a part of the terms under which the special exception is granted, shall be deemed a violation of this article. In making a grant of a special exception, the board of adjustment shall prescribe a time limit within which the action for which the special exception is granted shall be begun or completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the special exception.

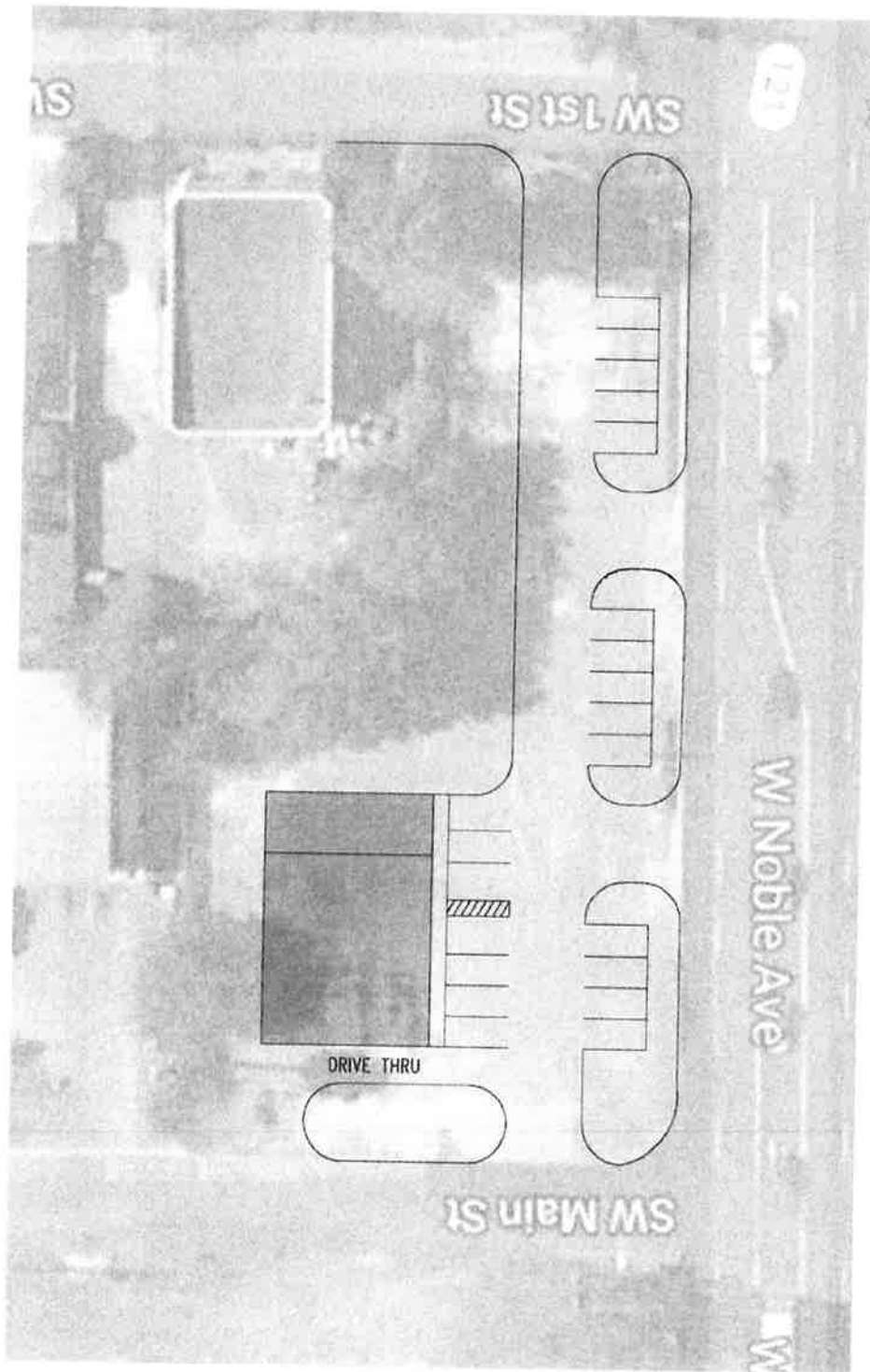
By signing below, the property owner acknowledges that the information provided to the City on this application is true and correct to the best of their knowledge, that they have read this form in its entirety and that the applicant listed above is authorized to submit any and all information required by the City for the purposes of this application for a Special Exception.

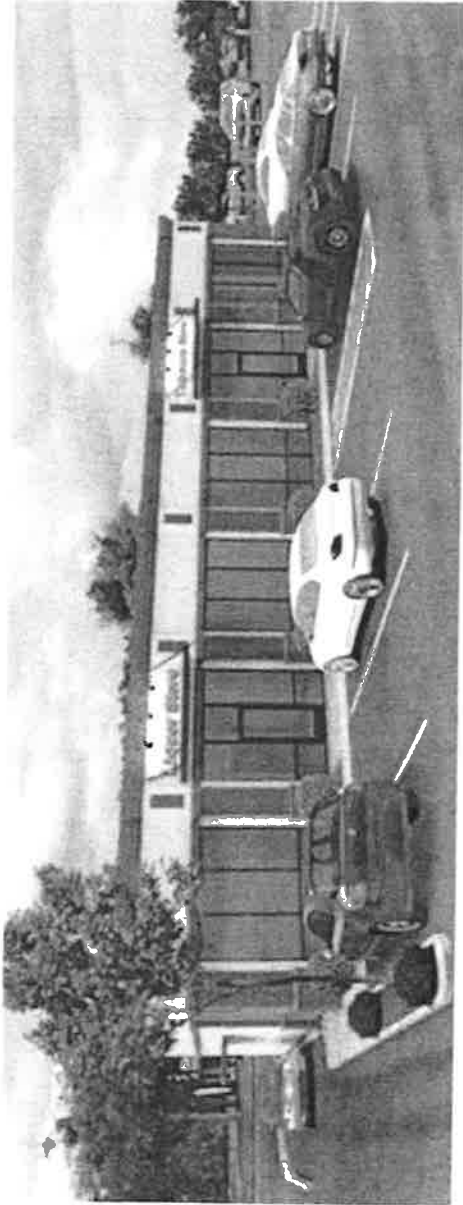
Signature of Property Owner: \_\_\_\_\_

*KAPSEY*

ATTACHMENTS:

- Site Plan (to scale)
- Legal Description
- Letter authorizing Agent to act on behalf of property owner (if required)
- Letter explaining that all requirements of the Special Exception have been met in accordance with the City's Land Development Code.







**Legal Description**

Rahi One Property, LLC

Lots 1, 2, and 4, BLOCK 4, MAP OF WILLISTON, according to the plat thereof recorded in Plat Book 1, Page 1, Public Records of Levy, County, Florida.



**Norm D. Fugate**  
Board Certified Attorney  
• Real Estate Law  
• City, County and Local Government Law

**Woodroe Blake Fugate**  
Associate Attorney

**Norm D. Fugate, P.A.**

**A Law Firm**

March 16, 2021

City of Williston  
50 NW Main Street  
Williston, FL 32696

To Whom it May Concern:

Woodroe Blake Fugate of Norm D. Fugate P.A., has full authorization to act as my legal agent in the Planning, Zoning, Permitting or Land Development procedures regarding property owned by Rahi One Property LLC, Parcel Number 05528-000-00.

Sincerely,

Kōkītaben Patel  
Managing Member  
Rahi One Property LLC  
5439 SW 49th Avenue  
Ocala, FL 34474



**Norm D. Fugate**  
 Board Certified Attorney  
 • Real Estate Law  
 • City, County and Local Government Law

**Woodroe Blake Fugate**  
 Associate Attorney

**Norm D. Fugate, P.A.**

**A Law Firm**

March 19, 2021

City of Williston  
 50 NW Main Street  
 Williston, FL 32696

To Whom it May Concern:

Please consider this as communication that all requirements of the Special Exception have been met in accordance with the City's Land Development Code. The following considerations have been addressed by the Owner and their agents:

- a. d(3)(a) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- b. d(3)(b) Off-street parking and loading areas, where required, with particular attention to the items in subsection d(3)(a) of this section and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district
- c. Refuse and service areas, with particular reference to the items in subsections d(3)(a) and (b) of this section.
- d. Utilities, with reference to locations, availability, and compatibility.
- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:
  - (1) Conformity with Comprehensive Plan
  - (2) The existing land use pattern
  - (3) The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets
  - (4) Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood
  - (5) The impact of the proposed use upon living conditions in the neighborhood;
  - (6) The impact of the proposed use upon traffic congestion or other public safety matters
  - (7) The impact of the proposed use upon drainage;
  - (8) The impact of the proposed use upon light and air to adjacent area;
  - (9) The impact of the proposed use upon property values in the adjacent area;
  - (10) The impact of the proposed use upon the improvement or development of adjacent property in accordance with existing regulations
  - (11) The impact of the proposed use with regard to the scale of needs of the neighborhood or the community

All of the criteria necessary for Special Exception are evidenced in the Site Plan, the Application, or elsewhere in the package included. All impacts of the development (a-h) that are to be taken into consideration regarding the Special Exception mirror the impacts of any other Commercial development that would be built on the site without the requirement of a Special Exception.

Sincerely,



**Woodroe Blake Fugate**

**Attorney at Law | Norm D. Fugate, P.A.**

[normdfugatepa.com](http://normdfugatepa.com)

248 N.W. Main Street

Post Office Box 98

Williston, Florida 32696

352-528-0019 phone

352-528-4919 fax

[blake@normdfugatepa.com](mailto:blake@normdfugatepa.com)

WBF/ler

April 27, 2021 Planning and Zoning Commission Voting Except from Minutes:

Conclusion:

Staff recommends approval for the special exception for the "package store". Ms. Jackie Gorman reiterated to the Board that their vote needs to be based on any issue that this use may cause and that the staff had checked to make sure all the issues have been covered which is why it is recommended for approval to move to City Council. Mr. Rich Merando asked from a legal standpoint that there's nothing legally stopping this, but can it be a conscious objection to allowing the use. Ms. Gorman said they need to talk about only any issues this location may cause. Also, this is fact based because it a Quasi Hearing and the request does not conflict with any codes. Mr. Fuller had a concern about the hours of operation that the City Council should consider an Ordinance regarding liquor sales on Sunday.

Mr. Bellefleur motioned to recommend approval of the special exception to City Council. Motion was not seconded.

Mr. Clark motioned to recommend to City Council that they do not approve the special exception. Mr. Merando second and noted that because the Pastor (of the closest church) that is here tonight, even though he is one person he represents his congregation and is their voice and out of respect for him, he rejected the recommendation. Motion carries 3-2 (with one absent member and 1 vacant seat).