

**PINEY-Z COMMUNITY  
DEVELOPMENT DISTRICT**

**JANUARY 10, 2011**

**AGENDA PACKAGE**

**Piney-Z Community Development District**  
**Severn Trent Services, Management Services Division**  
210 North University Drive, Suite 702 • Coral Springs, Florida 33071  
Telephone: (954) 753-5841 • Fax: (954) 345-1292

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January 3, 2011

Board of Supervisors  
Piney-Z Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Piney-Z Community Development District will be held Monday, **January 10, 2011 at 6:30 p.m.** at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida. Following is the advance agenda for this meeting:

1. Roll Call
2. Pledge of Allegiance and Prayer
3. Organizational Matters
  - A. Election of Officers – Resolution 2011-2
  - B. New Supervisor Orientation
4. Approval of the Minutes of the November 8, 2010 Audit Committee Meeting and Regular Meeting
5. Manager's Report
  - A. Discussion of Property Manager's Health Insurance
6. Attorney's Report
  - A. Executed Interlocal Agreement
  - B. Discussion of Playground Facilities
7. Property Manager's Report
  - A. Proposal for HVAC Service Agreement
  - B. Proposals for Fencing and Vandalism Deterrent Options
    - i. Replacing Pickets and New Gate Entrance
    - ii. Replacing Entire Fence with New Gate
    - iii. Additional Landscaping and Security Monitoring
8. Supervisor Requests
  - A. District Documents (Supervisor Kessler)
9. Audience Comments
10. Acceptance of the November 2010 Financial Statements and Approval of the Check Register and Invoices
11. Adjournment

The third order of business is organizational matters. Those individuals who were elected by the registered voters of the District as Supervisor have taken office effective November 16, 2010 and their terms of office expire in November, 2014. New supervisors should have received your oath from the State Division of Elections, and returned them to the State Offices. At this time the Board will need to consider restructuring its slate of officers. Currently, Beth Matuga and Richard Kessler serve as Assistant Secretaries, Robert Koncar serves as Treasurer, Stephen Bloom as Assistant Treasurer and I serve as Secretary. Enclosed is Resolution 2011-2

Piney-Z CDD  
January 3, 2011  
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memorializing the actions taken. Also under Organizational Matters, there will be a brief orientation for new Supervisors.

Under the fourth order of business enclosed for your review are the minutes of the November 8, 2010 Audit Committee meeting and regular meeting.

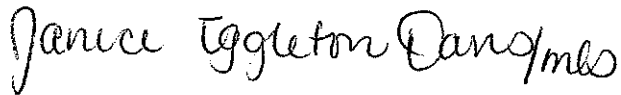
Under the Manager's Report, we will ask the Board to consider a request from the Property Manager regarding his health insurance. A copy of his Employment Agreement is enclosed for your review.

Included under the Attorney's Report is a copy of the executed and recorded Interlocal Agreement with the City of Tallahassee. There will also be a discussion of the property in which the playground facilities are located.

The Property Manager's Report is included under tab 7.

The financial statements and check register for the period ending November 2010 are enclosed for your review. Any additional supporting material for the items listed above will be distributed at the meeting. If you have any questions, please give me a call at (904) 940-6044.

Sincerely,



Janice Eggleton Davis/mls  
District Manager

cc: Chasity O'Steen  
Lance Rogers

Bob Reid  
Doug Sealy

Clay Campbell  
Claudia Vaccaro

Zannah Lyle  
Michael Eckert

## **Third Order of Business**

**3A.**

RESOLUTION 2011-2

A RESOLUTION DESIGNATING OFFICERS OF THE  
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Piney-Z Community Development District desires to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PINEY-Z COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Janice Eggleton Davis</u>	Secretary
<u>Robert Koncar</u>	Treasurer
<u>Stephen Bloom</u>	Assistant Treasurer
_____	Assistant Secretary(s)
_____	
_____	

PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2010.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Janice Eggleton Davis  
Secretary

# MINUTES

**MINUTES OF AUDIT COMMITTEE MEETING  
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Audit Committee of the Piney-Z Community Development District was held on Monday, November 8, 2010 at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present were:

Thomas Cooper

Geraldine Rudd

Richard Mergy

Beth Matuga

Richard Kessler

Bob Koncar

Janice Eggleton Davis

Chasity O'Steen

Lance Rogers

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Davis called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Ranking of Audit Firm Proposals**

- Ms. Davis explained there was an error in providing audit firms with equally weighted criteria in the RFP's issued and that not all firms submitted the RFP docs with their proposal responses.
- Ms. O'Steen explained options to the Board to proceed, with the easiest and least likely to be challenged being reverting to the criteria as issued to the proposers.
- Revised scoring sheets with revised points calculation for fees were provided to the Board.

On MOTION by Mr. Cooper seconded by Ms. Matuga with all in favor to rescind previously approved change of weighting of criteria was approved.

On MOTION by Mr. Cooper seconded by Ms. Matuga with all in favor declaring Berger, Toombs non-responsive with pricing for only one year instead of three was approved.

- The scores calculated for Criteria 5 Fee are as follows:
  - Carr Riggs 17 points
  - Grau & Associates 17 points
  - McDirmit Davis 20 points
  - Shinn & Company 9 points
  
- Ms. Matuga provided her scores by category for each proposer as follows:
  - Ability of Personnel: Carr Riggs – 15 points; Grau & Associates – 20 points; McDirmit Davis – 17 points; Shinn & Co. – 16 points.
  - Proposers Experience: Carr Riggs – 17 points; Grau & Associates – 20 points; McDirmit Davis – 16 points; Shinn & Co. – 15 points.
  - Understanding of Scope: Carr Riggs – 20 points; Grau & Associates – 20 points; McDirmit Davis – 20 points; Shinn & Co. – 20 points.
  - Ability to Furnish Services: Carr Riggs – 18 points; Grau & Associates – 19 points; McDirmit Davis – 20 points; Shinn & Co. – 17 points.
  
- Mr. Cooper concurred with Ms. Matuga's rating except for the following:
  - Ability of Personnel: McDirmit Davis – 18 points.
  - Proposer's Experience: McDirmit Davis – 19 points.
  
- Mr. Kessler provided his points by category for each proposer as follows:
  - Ability of Personnel: Carr Riggs – 11 points; Grau & Associates – 14 points; McDirmit Davis – 17 points; Shinn & Co. – 20 points.
  - Proposers Experience: Carr Riggs – 11 points; Grau & Associates – 14 points; McDirmit Davis – 17 points; Shinn & Co. – 20 points.
  - Understanding of Scope: Carr Riggs – 11 points; Grau & Associates – 14 points; McDirmit Davis – 20 points; Shinn & Co. – 17 points.
  - Ability to Furnish Services: Carr Riggs – 11 points; Grau &

Associates – 14 points; McDirmit Davis – 20 points; Shinn & Co.  
– 17 points.

- Mr. Mergy and Ms. Rudd concurred with Mr. Kessler’s scoring.
- After tabulations were completed – it was determined that total scores and rankings were as follows:

Firm	Score	Rank
Carr Riggs	71.4	4
Grau & Associates	82.2	2
McDirmit Davis	94.4	1
Shinn & Company	80.6	3

On MOTION by Ms. Matuga seconded by Mr. Mergy with all in favor to recommend McDirmit Davis as the #1 ranked proposer was approved.

**THIRD ORDER OF BUSINESS**

**Adjournment**

There being no further business, the Audit Committee meeting was adjourned.

\_\_\_\_\_  
Janice Eggleton Davis  
Secretary

\_\_\_\_\_  
Assistant Secretary

# MINUTES

**MINUTES OF MEETING  
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Piney-Z Community Development District was held on Monday, November 8, 2010 following the 6:30 p.m. Audit Committee Meeting at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Thomas Cooper  
Geraldine Rudd  
Richard Mergy  
Beth Matuga  
Richard Kessler

Chairman  
Vice Chairperson  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Bob Koncar  
Janice Eggleton Davis  
Chasity O'Steen  
Lance Rogers  
Numerous Residents

General Manager, STS  
District Manager  
District Attorney  
Property Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Cooper called the meeting to order and Ms. Davis called the roll.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance and Prayer**

The Pledge of Allegiance was recited followed by a short prayer.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the  
September 13, 2010 Regular  
Meeting**

Mr. Cooper stated each Board member received a copy of the minutes of the September 13, 2010 meeting and requested any additions, corrections or deletions.

Mr. Kessler noted on page 12 he did not speak with Ms. Ellis but rather his information came from emails.

On MOTION by Mr. Mergy seconded by Ms. Matuga with all in favor the minutes of the September 13, 2010 meeting were approved as amended.

**FOURTH ORDER OF BUSINESS**

**Manager's Report**

**A. Audit Committee Selection of Auditor**

**i. Ranking of Audit Firms**

- Ms. Davis addressed the Audit Committee meeting.
  - The Committee reached a consensus that the #1 ranked firm is McDirmit Davis & Company, LLC. for the price of \$3,200 for fiscal year 2010, \$3,300 for fiscal year 2011 and \$3,400 for fiscal year 2012.
  - The total score for McDirmit Davis & Company, LLC was 94.4.

On MOTION by M. Mergy seconded by Ms. Matuga with all in favor the Audit Committee ranking of McDirmit Davis #1, Grau & Associates #2, Shinn & Company #3 and Carr, Riggs #4 was accepted.

**ii. Authorization to Enter into a Three-Year Contract with the Selected Audit Firm**

Ms. Matuga moved to authorize staff to enter into a 3-year agreement and Ms. Rudd seconded the motion.

- It was noted the contract will be provided to the attorney before execution.

On VOICE vote with all in favor the motion authorizing staff to enter into a 3-year agreement with McDirmit Davis & Company, LLC was approved.

**B. Consideration of the Security Agreement with Wachovia Bank**

- Ms. Davis noted Ms. O'Steen has reviewed the agreement and the changes Ms. O'Steen requested have been made.

- It was noted previously the Letter of Credit was with People's Bank.
  - As the District does not have an account with People's Bank; the bank did not want to continue to provide the Letter of Credit unless an account was opened.
- The Board had approved moving it to Wachovia Bank and it was being secured with CD's.
  - Deposit accounts are currently returning better rates and therefore they are now asking to change the security to be the deposit account as opposed to a CD.
  - This Security Agreement revises what is going to be secured.
- Mr. Cooper inquired if they have asked any other bank what their CD interest rates might be.
  - Ms. Davis noted they have not shopped around for banks.
  - Wachovia Bank is authorized by US Bank, as the Trustee, and they would have to agree to another security agency as well.
- Mr. Kessler inquired if this is for a line of credit.
  - Ms. Davis noted it is not for a line of credit. The District used to have to have a Letter of Credit.
  - It was noted most bonds have a reserve account in case debt service payments do not come through. With these bonds there is no reserve fund and in lieu of having a reserve fund the Trustee requires a Letter of Credit or funds in a restricted account.
  - Further discussion ensued with regard to the Security Agreement and Ms. Davis further outlined its sole purpose.

On MOTION by Mr. Kessler seconded by Ms. Matuga with all in favor the Security Agreement with Wachovia Bank was approved.

- C. Consideration of Resolution 2011-1 Budget Amendment for FY 2010**
- Ms. Davis addressed the proposed budget amendment.

- The District was projected to use in the original budget \$100,761 from previous Fund Balance and instead used an additional \$14,816 of that previous Fund Balance.
- The District is required to do a Budget Amendment to realign the budget to be in line with what was actually spent.
- The amendment is split out by categories.
- Mr. Cooper addressed Auditing Services at a cost of \$7,800.
  - Ms. Davis noted this is for last year's audit.
- The second column is the proposed amendment.
- The third column is the final budget.
- Mr. Kessler inquired as to the Fund Balance ending.
  - Ms. Davis outlined the Fund Balance and noted the Fund Balance October 1 is an error – it was not zero it was \$286,726 and the zero should be in the proposed amendment column.

On MOTION by Mr. Mergy seconded by Mr. Kessler with all in favor Resolution 2011-1 a resolution of the Board of Supervisors of the Piney-Z Community Development District adopting an amendment to the Fiscal Year 2009-2010 budget; and providing for an effective date was adopted with the exhibit being amended as noted.

**FIFTH ORDER OF BUSINESS**

**Attorney's Report**

- Ms. O'Steen provided an update on the Amended and Restated Interlocal Agreement with the City of Tallahassee.
  - The clarification in the language requested by the Board was made and inserted into the Interlocal Agreement. Mr. Cooper approved on behalf of the Board and it has been signed and sent to the City of Tallahassee for consideration of the City Commission.
  - Ms. O'Steen was notified in October by the City Attorney's office that they feel it needs to be approved by the Commission as a resolution since they consider it an amendment to the Enacting Ordinance for the District; which means that it will be up for

introduction at the City Commission meeting this Wednesday. It will subsequently have a hearing on November 23.

- Ms. Matuga inquired if Ms. O'Steen would be at the meeting on Wednesday and Ms. O'Steen noted she would be.
- Ms. O'Steen addressed the transition of the Board Members.
- Ms. O'Steen addressed the audience and noted if there are any people who will be assuming positions on the Board to please be advised that the public records and Sunshine Laws that apply to Board members have gone into effect for them. Please do not talk amongst yourselves about any official matter that may come before the Board for consideration.
  - Previously there was a primer for new Board members and update/refresher for the current Board members. Also new members are provided information about public records and the Sunshine Laws.
  - Ms. Davis noted they can plan a new Supervisor orientation for the January meeting.
- Ms. O'Steen addressed the Government in the Sunshine Guide and noted it is a great resource.
- Ms. Davis noted she has available for the new Supervisors an excerpt from the Florida Commission on Ethics website which has the basics and a copy of the notice of meetings for the fiscal year.
- Mr. Kessler addressed the workshop for December and noted it could be educational for the new Supervisors and formulate what the future agendas should be.
  - Ms. White and Mr. Bridges indicated they would not be available to attend the December workshop.
- Further discussion ensued regarding the Sunshine Law.
- Ms. Davis provided the Final Form 1 for the outgoing Board members which need to be filed within 60 days of leaving office.
- Ms. O'Steen noted she is expecting in December and will be officially out of the office for two months following delivery – she will be accessible to

the Board to discuss anything that comes up for the District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Property Manager's Report**

Mr. Rogers' report which was previously distributed for review is attached hereto and made part of the public record.

- The vandalism to the pool fence was addressed.
  - The recommendation from fence companies is a powdered steel fence.
  - The pool entrance gate will need to be replaced before spring.
  - It was noted there is a liability concern for the District.
  - Further discussion ensued with regard to the pool fence vandalism and it was noted a police report has been filed.
  - Discussion ensued with regard to other security measures.
  - Discussion ensued with regard to the District's liability and Ms. O'Steen noted while the District does have published rules and policies about the use of pool and such but they now are on notice that this sort of activity is occurring it does open the door to a liability claim.
  - Ms. O'Steen noted it would be prudent for the Board to consider measures to try to limit the situation.

On MOTION by Mr. Kessler seconded by Ms. Matuga with all in favor authorizing the Property Manager to seek more information and pricing on alternative security methods to address the issues with the pool fence was approved.

*The record will reflect Ms. Rudd left the meeting.*

**SEVENTH ORDER OF BUSINESS**

**Supervisors' Requests**

**A. Discussion to Consider RFP for Landscaping Services (Supervisor Kessler)**

- Mr. Kessler addressed his thoughts for doing an RFP for landscaping

services and indicated he actually wanted the discussion to be about setting a policy on purchasing guidelines for the Property Manager, District Manager and/or designated representative.

- Ms. Davis noted the District does not have a policy different than what Florida Statutes are. There are certain dollar amounts which require CCNA purchasing – engineering and major construction projects. There is a requirement that they go out for proposals for audit services, which the District just did.
- It has been the practice of the District for whatever is needed to be done to keep the property safe and to limit damage – Mr. Rogers has always worked with the Chairperson to work on how to address those issues. It is not a formal policy of the Board.
- Ms. O’Steen noted the Board can implement a policy that is more restrictive than what is required by statute. Based, on what she has seen so far there is really not much of anything at this point that the District does that triggers any of the statutory bidding procedures or requirements except for the audit services.
- Ms. O’Steen noted generally Mr. Rogers, informally not as a policy, checks around and brings information back to the Board about cost, experience and such.
- Mr. Rogers addressed his current procedures and approved vendors the District uses for services. He noted his understanding was that he was hired to manage the property and he has been very prudent.
- Mr. Kessler further addressed his thoughts on approaching everything in this way, adopting a policy and making decisions about the dollar amounts for a threshold and the conditions under which they bypass this and make it a matter of normal procedure.
- Further discussion ensued with regard to purchasing and services and Ms. O’Steen suggested this be addressed at a workshop with the Board, including the three new members, about what the District currently does and potential alternatives.

- Mr. Steve Mergy noted that he is a purchasing specialist with the State of Florida. He addressed that the Board is covered by F.S. 287, which are restrictive enough and outlined the thresholds.
  - Mr. Steve Mergy addressed contracts and RFPs for services noting the need to include a contract term.
- Mr. Steve Mergy expressed his thanks to the Board members who are leaving the Board, he appreciates their service.
- Further discussion ensued with regard to a future workshop for the Board to talk with staff about what the current practice is and determine whether any of the Board members want to place on the agenda consideration of the development of a more formal policy or procedure at that time.
- Mr. Kessler addressed the Question and Answer document provided to the community on the assessment changes and noted it was very nicely done.
- Mr. Kessler announced that he has created a website to collect information about the District and things within the development including some of the agreements, historical information and such at [www.pineyinfo.com](http://www.pineyinfo.com).
  - Ms. O'Steen noted for the record and clarification – this is not an official CDD or Board of Supervisors website. This is a website that has been developed by Mr. Kessler in his individual capacity as a resident of this community.
  - Ms. O'Steen noted recognizing Mr. Kessler has created a website about the District in his individual capacity, it is not considered a Sunshine Law violation for a Board member to post something on their individual website. It would be a Sunshine Law violation if, for example, there was a response page or such for a Board member to go on to his site and respond to anything that he posted there. It takes two people – an interaction of two Board members, two or more – to constitute a meeting outside of the Sunshine. She cautioned the Board members that it is a very slippery slope and it is easy to make a mistake.

**EIGHTH ORDER OF BUSINESS**

**Audience Comments**

Audience members who turned speaker cards in passed on speaking.

- An audience member noted that the agenda indicated the next meeting would be February 2 when it is actually January 10, 2011.

**NINTH ORDER OF BUSINESS**

**Acceptance of the September 2010  
Financial Statements and  
Approval of the Check Registers  
and Invoices**

There being no comments or questions,

On MOTION by Ms. Matuga seconded by Mr. Kessler with all in favor the September Financial Statement was accepted and the Check Registers and Invoices were approved.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Plaques were presented to the outgoing Board of Supervisor members – Mr. Richard Mergy, Ms. Geraldine Rudd and Mr. Tom Cooper – thanking them for their service.

The next scheduled meeting is January 10, 2011.

There being no further business,

On MOTION by Ms. Matuga seconded by Mr. Kessler with all in favor the meeting was adjourned.

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Janice Eggleton Davis  
Secretary

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Assistant Secretary

## **Fifth Order of Business**

**5A.**

**EMPLOYMENT AGREEMENT**, entered into and effective as of October 1, 2007 between the Piney-Z Plantation Community Development District Board of Supervisors, herein after called the "District," and D. Lance Rogers, hereinafter called the "Employee."

**1. Employment, Duties and Acceptance**

1.1 District hereby employs Employee for the Term (as defined in Section 2 hereof) to render exclusive and full-time services in an executive capacity to District and in connection therewith to devote his best efforts to the affairs of the District and to perform such duties as Employee shall reasonably be directed to perform by the District Manager and shall act under the District Manager's supervision, in consultation with the Chairman. Said duties will include, but not be limited to, the following activities relating to the District pool, pavilion and community center:

- Administration
- Office Management
- Financial Records Processing
- Hiring Part-Time Staff
- Supervision of Staff
- Payroll Processing
- Coordination with District Management/Accounting Firm
- Coordination with Piney-Z CDD Board
- Coordination of Event Reservation System
- Supply and Vendor Selection
- Oversight of Landscaping Contract
- Coordination with the Aquatics Firm (care and upkeep of pool)
- Coordination of Facilities and Equipment Maintenance
- Coordination with Security Companies
- On call in case of emergency

1.2 Employee hereby accepts such employment and agrees to render such services. Employee agrees to render such services at District's offices located in the Piney-Z Plantation Community Development District area, but Employee will travel on temporary trips to such other place or places as may be required from time to time to perform his duties hereunder. During the Term hereof, Employee will not render any services for others, or for Employee's own account, in the business of the District and will not render any services to any supplier or significant customer of District.

**2. Term of Employment**

2.1 The term of Employee's employment pursuant to this Agreement (the "Term") shall begin on the date hereof, and shall end on the date the Employee leaves the employ of the District, subject to the provisions of Article 4

of this Agreement providing for earlier termination of Employee's employment in certain circumstances.

### **3. Compensation**

3.1 As compensation for all services to be rendered pursuant to this Agreement to or at the request of District, District agrees to pay Employee a salary at the rate of \$ 53,000 per annum (inclusive of salary and retirement only). Healthcare costs will be budgeted annually and approved by the Board and paid to the employee on a monthly basis as a bonus. The amount paid to the Employee for Fiscal Year 2007 and 2008 will not exceed \$333.33 per month. All other costs related to the Employee such as workers' compensation, unemployment costs, FICA and any other required costs are to be paid by the District. The District herein agrees to consider annual increases to the salary, retirement and healthcare costs as part of its annual budget process. The salary set forth hereinabove shall be payable in accordance with the regular payroll practices of the District for executives. All payments hereunder shall be subject to the provisions of Article 4 hereof. The District shall annually consider the Employee for a bonus as part of the annual budget process.

3.2 District shall pay or reimburse Employee for all necessary and reasonable expenses incurred or paid by Employee in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it from time to time requests evidencing the nature of such expense, and, if appropriate, the payment thereof by Employee, and otherwise in accordance with District procedures from time to time in effect. Such expenses shall be subject to the requirements of s. 112.061, Florida Statutes.

3.3 **Sick and Annual Leave.** The Employee has accumulated unused sick leave of 50 hours as of the date of this Agreement and as such the District recognizes the accumulation of the 50 hours of sick leave. The Employee will earn ½ day per month of sick leave and 1 day per month annual leave. The leave balances can be carried over from year to year with a maximum amount of accrued annual leave to be 150 hours and sick leave 250 hours.

3.4 **Holiday Leave.** Employee will be given all State of Florida holidays as listed below. If the Employee has to work on a holiday, he will be allowed to take time off on a day of his choice to make up for the hours he worked during a holiday.

Holidays include: New Year's Day, Martin Luther King Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day.

#### 4. Termination

4.1 **Death.** In the event of Employee's death during the Term, this Agreement shall automatically terminate, except that (a) Employee's estate shall be entitled to receive the compensation provided for hereunder to the last day of the month in which Employee's death occurs; and (b) such termination shall not affect any amounts payable as insurance or other death benefits under any plans or arrangements then in force or effect with respect to Employee.

4.2 **Specified Cause.** District may at any time during the Term, by notice, terminate the employment of Employee for malfeasance, misfeasance, or nonfeasance in connection with the performance of Employee's duties, the cause to be specified in the notice of termination. Without limiting the generality of the foregoing, the following acts during the Term shall constitute grounds for termination of employment hereunder:

4.2.1 Any willful and intentional act having the effect of injuring the reputation, business, business relationships of District or its affiliates;

4.2.2 Conviction of or entering a plea of *no lo contendere* to a charge of a felony or a misdemeanor involving moral turpitude;

4.2.3 Material breach of covenants contained in this Agreement;  
and

4.2.4 Repeated or continuous failure, neglect, or refusal to perform Employee's duties hereunder. Under the termination provisions for Specified Cause the employee will be entitled to receive payment of all accumulated annual leave.

4.3 **Without Cause Termination.** The Board may elect to terminate the Employment Contract Without Cause. In this case the Employee will be entitled to payment of all accumulated annual leave, and up to 150 hours accumulated sick leave and 60 days severance pay.

4.4 **Employee's Election to Leave Employment.** The employee may elect to leave employment at any time but shall offer to the District 60 days notice in advance. The District, when notice is given, may agree to a lesser notice period.

#### 5. Ownership of Results of Services

5.1 District shall own, and Employee hereby transfers and assigns to it, all rights of every kind and character throughout the work, in perpetuity, in and to any material and/or ideas written, suggested, or submitted by Employee hereunder and all other results and proceeds of Employee's services hereunder,

whether the same consists of literary, dramatic, mechanical or any other form of works, themes, ideas, creations, products, or compositions. Employee agrees to execute and deliver to District such assignments or other instruments as District may require from time to time to evidence its ownership of the results and proceeds of Employee's services.

## 6. Notices

6.1 All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

If to Employee: D. Lance Rogers  
950 Piney-A Plantation Road  
Tallahassee, FL 32311

If to District: Piney-Z Plantation CDD  
c/o Severn Trent Management Services  
210 N. University Drive, Suite 702  
Coral Springs, FL 33071

With copies to: Severn Trent Services  
ATTN: District Manager  
475 W. Town Place, Suite 100  
St. Augustine, FL 32092

or as such other addresses as either party may specify by written notice to the other as provided in this Section 7.1.

## 7. General

7.1 This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event that any compensation or other monies payable hereunder shall be in excess of the amount permitted by any such statute, law, ordinance, or regulation, payment of the maximum amount allowed thereby shall constitute full compliance by District with the payment requirements of this Agreement.

7.2 No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

7.3 The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement, and Employee's rights and obligations hereunder, may not be assigned by Employee. District may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets. District may also assign this Agreement to any affiliate of District; provided, however, that no such assignment shall (unless Employee shall so agree in writing) release District of liability directly to Employee for the due performance of all of the terms, covenants, and conditions of this Agreement to be complied with and performed by District. The term "affiliate," as used in this agreement, shall mean any corporation, firm, partnership, or other entity controlling, controlled by or under common control with District. The term "control" (including "controlling", "controlled by", and "under common control with"), as used in the preceding sentence, shall be deemed to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, firm, partnership, or other entity, whether through ownership of voting securities or by contract or otherwise.

7.4 This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

7.5 This Agreement shall be governed by and construed according to the laws of the State of Florida applicable to agreements to be wholly performed therein and, should there be litigation, venue shall be in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Piney-Z Plantation CDD

D. Lance Rogers

By: Thomas C Cooper

Sign: D. Lance Rogers

Title: Chair

Date: 11-12-07

Date: 11/12/07

## **Sixth Order of Business**

**6A.**

AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "Agreement") dated as of this 1st day of ~~October~~ <sup>December</sup>, 2010, is entered into by and between the CITY OF TALLAHASSEE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Commission (the "City") and PINEY-Z COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under the laws of the State of Florida (the "District" or "Piney-Z CDD").

PRELIMINARY STATEMENT

WHEREAS, the District is a community development district duly organized, created, established and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, maintenance and operation of the major infrastructure within the boundaries of the District; and

WHEREAS, the District exists solely within the municipal corporate boundaries of the City, and in accordance with Section 190.005(2), Florida Statutes, following a public hearing, the City adopted Ordinance No. 97-O-0033AA, creating the District; and

WHEREAS, the parties entered into an Interlocal Agreement, dated July 9, 1997, ("Original Interlocal Agreement") that, in relevant part, identified the projects to be undertaken by the District and voluntarily limited the scope of powers to be exercised by the District; and

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LEON COUNTY FL  
BK: 4191 PG:1300, Page1 of 43  
12/03/2010 at 12:38 PM,  
BOB INZER, CLERK OF COURTS

WHEREAS, on June 9, 1999, the City passed Resolution No. 99-R-0014, authorizing the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational purposes. Accordingly, the parties amended the Original Interlocal Agreement on March 21, 2001 ("First Amendment"), to expand the scope of powers to be exercised by the District to include "Any project undertaken by the District pursuant to its special powers related to recreational, cultural and educational purposes;" and

WHEREAS, since the First Amendment, many requirements set forth in the Original Interlocal Agreement have been fulfilled, or are no longer possible; and

WHEREAS, the Piney-Z CDD has requested an amendment to the Original Interlocal Agreement to give it discretionary authority to provide services allowable under this Agreement to include services for maintenance including, but not limited to, landscape and lawn services that are deemed by both the Piney-Z CDD Board of Supervisors and the City Commission of the City of Tallahassee to be generally beneficial for the Piney-Z CDD's residents and landowners; and

WHEREAS, for ease of reference the parties have agreed to enter into this Amended and Restated Interlocal Agreement, which replaces the Original Interlocal Agreement in its entirety; and

WHEREAS, the parties enter into this Amended and Restated Interlocal Agreement for the reasons stated above and because it is in the best interest of the parties and the public.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenant and agreements hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

**SECTION 2. CAPITAL PROJECTS TO BE UNDERTAKEN BY THE DISTRICT.**

While the District has the statutory authority, pursuant to its the Act, to undertake, finance, construct, acquire and operate numerous kinds of infrastructure projects, the District recognizes that the City does provide many of such projects and may be in a better position than the District to so provide some of such projects. In order to coordinate the efforts of the District and the City in providing the necessary infrastructure improvements to the property situated within the jurisdiction of the District, the District agrees that it shall undertake those kinds of projects relating to streets, drainage and water and sewer utilities ("District Projects"). To the extent any of the District Projects constitute public roads or utility facilities (including water, wastewater or stormwater facilities), such facilities shall be immediately dedicated to the City upon their completion notwithstanding the fact that the District, through its resources and debt instruments, will pay for such roads.

**SECTION 3. VOLUNTARY LIMITATION ON UTILIZATION OF DISTRICT'S POWERS.**

- (a) The District agrees and covenants with the City that it will exercise only those powers necessary and required to:

- (i) Finance and complete the District Projects and those special powers enumerated in section 190.012 (1)(d)1, Florida Statutes, limited to the construction and maintenance of street lights, alleys, landscaping, and hardscaping; and section 190.012 (1)(f), (2)(a), (2)(d); provided that the Piney-Z CDD satisfies the requirements of that subsection;
- (ii) By agreement with the Piney-Z Plantation Homeowners Association ("Association") or as allowable by law provide repair and maintenance services to the common areas within the District that are owned by the Association, as described in the attached **Exhibit "B,"** which is incorporated herein by reference, or any similar such common areas designated and agreed upon by both the District and Association in the future; and
- (iii) By agreement with the Association or as allowable by law provide landscape maintenance for the Fieldcrest subdivision lots identified in the attached **Exhibit "C"**.

The District further agrees and covenants that it will not utilize its ad valorem taxing powers but specifically reserves its rights and abilities to exercise its condemnation powers, and will issue no long-term debt (debt having a term in excess of one year including allowable renewal terms) with a final maturity date later than December 31, 2020.

**SECTION 4. SPECIAL POWERS.** The City Commission of the City of Tallahassee hereby grants to the Piney-Z CDD the special powers authorized pursuant to Sections 190.012 (1)(d)1.; (1)(f); (2)(a), and (2)(d), Florida Statutes. Powers

exercised pursuant to Sections 190.012, (1)(d)1. shall be limited to the construction and maintenance of streetlights; alleys; landscaping; and hardscaping.

**SECTION 5. DISSOLUTION.** The District agrees and covenants that it shall file a petition to dissolve itself pursuant to section 190.046(9), Florida Statutes, within thirty (30) days following the retirement of the District's bonds or other debt incurred to finance all or any portion of the costs of the District Project and provided that it has no operating or maintenance responsibilities. Once the City has adopted a non-emergency ordinance granting the District's petition, the District shall be dissolved. Upon such dissolution, any District Projects that have not previously been dedicated to the City will be so dedicated, and any other property of the District shall be transferred to the City or such other entity as shall be designated by the City. Any District obligations (contractual, statutory or otherwise) existing at the time of dissolution related to the Association and/or the Fieldcrest subdivision as addressed in Section 3 of this Agreement shall revert to the Association upon termination of the District.

**SECTION 6. REPRESENTATIONS OF THE CITY.** The City hereby represents to the District that it has the authority to enter into this Agreement.

**SECTION 7. REPRESENTATIONS OF THE DISTRICT.** The District hereby represents to the City that it has the authority to enter into this Agreement.

**SECTION 8. GOVERNING LAW AND VENUE.** The laws of the State of Florida shall govern this Agreement and all agreements incorporated herein. Should any legal action be required, pursuant to this Agreement and all agreements incorporated herein, venue shall be in Leon County, Florida.

**SECTION 9. NOTICE.** Any notice required to be provided pursuant to this Agreement shall be sent certified mail, return receipt requested at the address provided below.

To the City: City Treasurer-Clerk  
City of Tallahassee  
City Hall  
300 South Adams  
Tallahassee, Florida 32301

To the District: Piney Z Community Development District  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071

**SECTION 10. BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 11. HEADINGS.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**SECTION 12. EXHIBITS.** Each Exhibit referred to in this Interlocal Agreement forms an essential part of this Interlocal Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**SECTION 13. WAIVER.** Failure of the City or District to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

**SECTION 14. LEGAL REPRESENTATION.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

**SECTION 15. ATTORNEY'S FEES.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including paralegal expenses, from the other party.

**SECTION 16. ENTIRE AGREEMENT.** This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements (including the Original Interlocal Agreement and First Amendment), understandings, inducements or conditions, expressed or implied, oral or written regarding the subject matter hereof, except as herein contained.

**SECTION 17. PROVISIONS SEVERABLE.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**SECTION 18. NO THIRD-PARTY BENEFICIARY.** This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreements as a third-party beneficiary or otherwise.

**SECTION 19. CONFLICT.** In the event the terms and agreements contained herein conflict with the provisions of any other contract or agreement between the City and the District, the terms and agreements contained herein shall control and prevail.


**SECTION 20. REMEDIES.** Each party hereto recognizes and agrees that the violation of any term, provision or condition of this Agreement may cause irreparable damage to the other parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief, including, but not limited to, the remedy of specific performance.

**SECTION 21. COUNTERPART SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

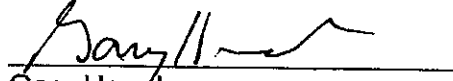
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IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the first day and date first above written.


**CITY OF TALLAHASSEE**

  
By: John R. Marks, III  
Mayor

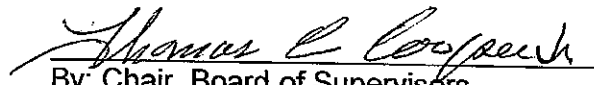
ATTEST:

  
Gary Herndon  
City Treasurer-Clerk

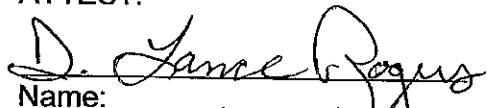
APPROVED AS TO FORM:

  
James English  
City Attorney

**PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

  
By: Chair, Board of Supervisors

ATTEST:

  
Name:  
Title: Property Manager

**EXHIBIT "A"**  
**DISTRICT PROJECTS**

Project Description

Streets and Drainage, specifically including, but not limited to, the Conner Boulevard Project.

Water and Sewer Utilities.

Any project undertaken by the District pursuant to its special powers related to recreational, cultural and educational purposes.

Any project undertaken to repair and maintain the common areas within the District and owned by the Piney-Z Plantation Homeowners Association as described in the attached **Exhibit "B."**

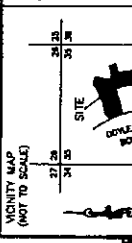
Any project undertaken to provide landscape maintenance for the Fieldcrest subdivision lots identified in the attached **Exhibit "C."**

**EXHIBIT "B"**  
**DISTRICT COMMON AREAS**

**LEGAL DESCRIPTION OF COMMON AREAS**

# PINEY Z PHASE 1

A SUBDIVISION LYING IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA.



NAME: J. BART, U.S. HIGHWAY 90  
 COUNTY: LEON  
 DISTRICT: 11

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**PLAT BOOK 12 PAGE 59**

**NOTE:** THIS PLAT, AS INDICATED BY ITS NUMBER, IS THE FIRST PLAT IN A SERIES OF PLATS WHICH WILL BE SUBMITTED TO THE CITY OF TALLAHASSEE FOR APPROVAL. THE CITY ENGINEER HAS REVIEWED THIS PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT RECORDS OF LEON COUNTY, FLORIDA.

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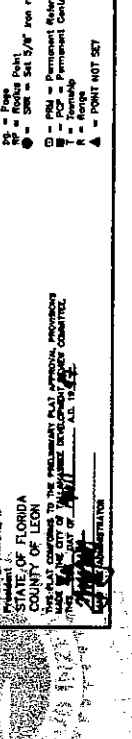
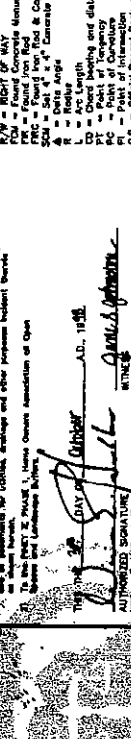
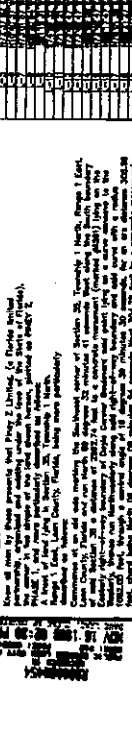
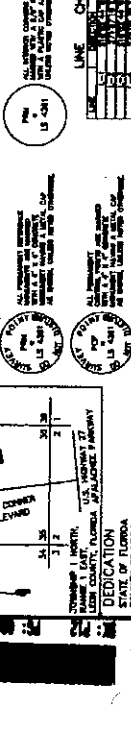
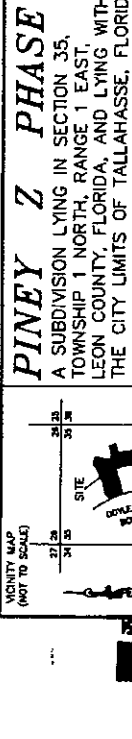
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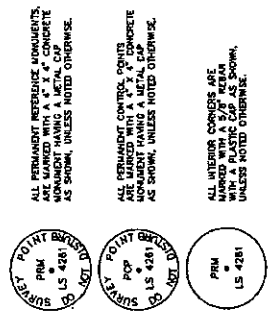
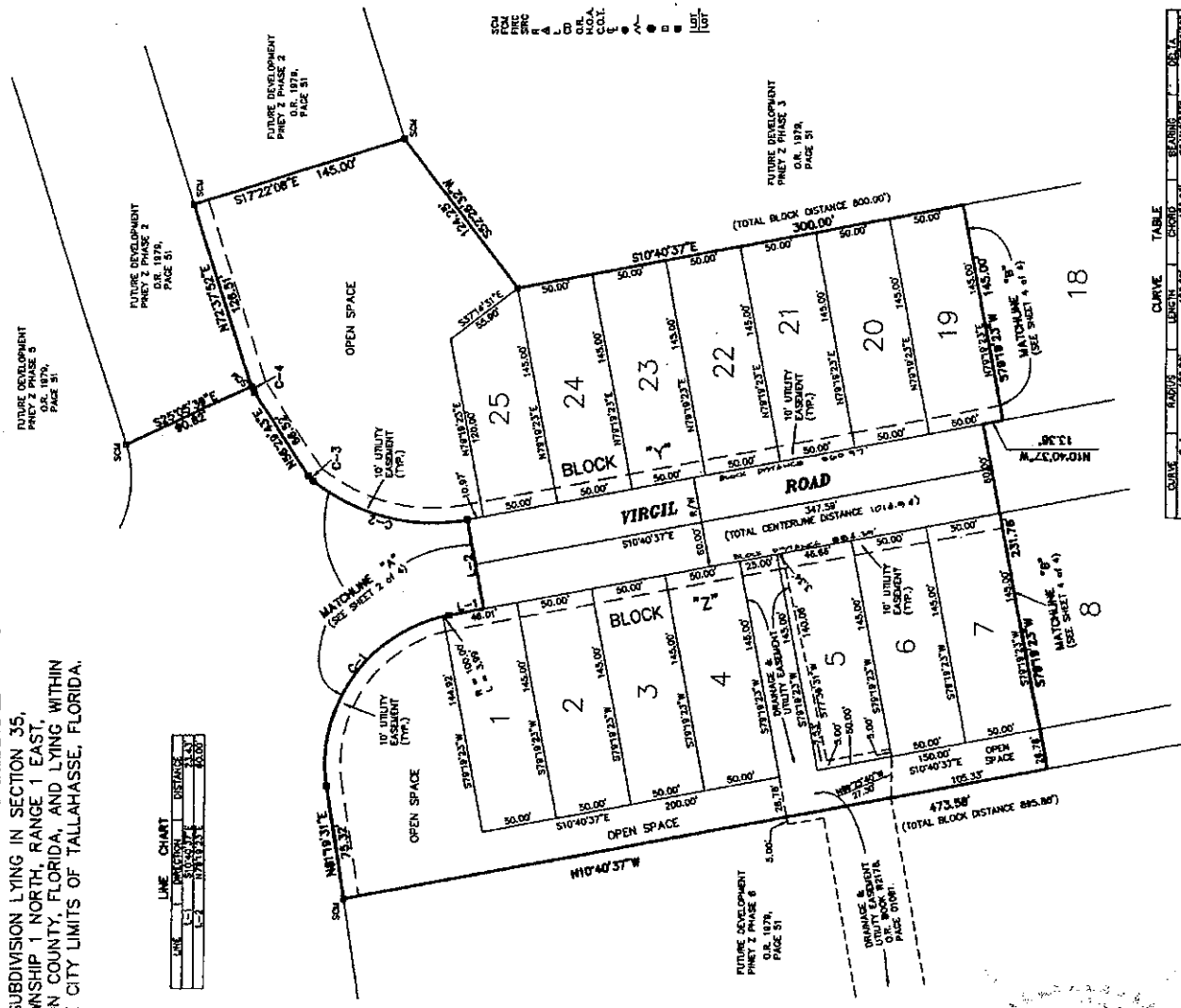
# PINEY Z PHASE 1

A SUBDIVISION LYING IN SECTION 35,  
TOWNSHIP 1 NORTH, RANGE 1 EAST,  
LEON COUNTY, FLORIDA, AND LYING WITHIN  
THE CITY LIMITS OF TALLAHASSEE, FLORIDA.



LINE CHART

LINE	BEARING	DISTANCE
C-1	S71°18'23"W	145.00'
C-2	S71°18'23"W	145.00'
C-3	S71°18'23"W	145.00'



**LEGEND**

SET 4" x 4" CONCRETE MONUMENT (CAP #4281)  
SET IRON ROD & CAP (#4281)  
SET IRON PIPE & CAP (#4281)  
SET 1/2" x 1/2" x 1/2" ALUMINUM CONCRETE MONUMENT  
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FOUND CONCRETE MONUMENT  
OFFICIAL RECORDS  
CITY OF TALLAHASSEE  
CENTRAL ANGLE  
CHORD  
OFFICIAL RECORDS  
CITY OF TALLAHASSEE  
CENTERLINE  
SET MAIL & CAP (#4281) = POP = Permanent Control Point  
HOT TO SCALE  
SIRC = Permanent Reference Monument  
POP = Permanent Control Point = SQA  
SIRC UNLESS NOTED OTHERWISE

**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.

**SURVEYOR'S CERTIFICATION:**

I hereby certify that this survey was made under my personal supervision and that the same is correct and true in accordance with the laws and regulations of the State of Florida. I am a duly Licensed Professional Land Surveyor in the State of Florida. My License No. is 4281. I have not been convicted of any crime involving moral turpitude and I have not been disciplined by the State Board of Professional Land Surveyors. I have not been convicted of any crime involving moral turpitude and I have not been disciplined by the State Board of Professional Land Surveyors.

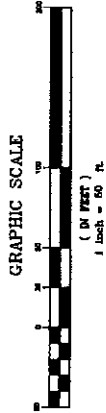


PREPARED BY:  
**James Thurman Roddenberry**  
Florida Certificate No. 4281  
Professional Land Surveyor  
P.O. Box 100  
114 Maple Avenue  
Bryantwood, FL 32309-0100 (850) 962-2338  
DATE: 9/09/88 SCALE: 1" = 50'  
FILE: P259-540-0 SEC. 35 T. 1-N. R. 1-E JOB NUMBER: 88-489

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	AREA
C-1	145.00'	145.00'	145.00'	S71°18'23"W	145.00'
C-2	145.00'	145.00'	145.00'	S71°18'23"W	145.00'
C-3	145.00'	145.00'	145.00'	S71°18'23"W	145.00'

**PINEY Z PHASE 1**  
 A SUBDIVISION LYING IN SECTION 35,  
 TOWNSHIP 1 NORTH, RANGE 1 EAST,  
 LEON COUNTY, FLORIDA, AND LYING WITHIN  
 THE CITY LIMITS OF TALLAHASSEE, FLORIDA.



- LEGEND**
- SCM - 4" x 4" CONCRETE MONUMENT (CIP #4281)
  - FCM - FOUND IRON ROD & CAP
  - PRC - PERMANENT REFERENCE CORNER
  - R - IRON ROD & CAP (#4281)
  - A - CENTRAL ANGLE
  - LD - CHISEL POINT
  - DR - OFFICIAL RECORDS
  - AG.C.A. - ADJUTANT GENERAL'S OFFICE
  - PL - PLAT
  - CONTRIBUTOR - CONTRIBUTOR
  - SET NAIL & CAP (#4281) - POP - Permanent Control Point
  - INT TO SCALE
  - SRC - SURVEYOR'S RECORD
  - PRM - Permanent Reference Monument
  - POP - Permanent Control Point = SCM
  - SCM - SURVEYOR'S CORNER MONUMENT
  - UNOT - UNLESS NOTED OTHERWISE

"NOTICE" This plat, as recorded in its graphic form, is the official decision of the subdivided lands described herein and will in no circumstances be supported in any other graphic or digital form of the plat. This plat, as recorded, is the only one to be recorded on the plat that may be found in the public records of this county.

FUTURE DEVELOPMENT  
 PINEY Z PHASE 2  
 O.R. 1979  
 PAGE 52

FUTURE DEVELOPMENT  
 PINEY Z PHASE 6  
 PAGE 57

- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4" x 4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL PERMANENT CONTROL POINTS MONUMENTS HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL INTERIOR CORNERS ARE MARKED WITH A 5/8" REBAR WITH A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

**SURVEYOR'S CERTIFICATION:**

I hereby certify that the survey was made under my personal supervision and that the representation of the field measurements, the Permanent Reference Monuments and Permanent Control Points have been made in accordance with the standards set forth in Chapter 177 of the Florida Statutes and the standards for Land Surveying (F.A.C. 12G01-1.1).

*James Thurman Roddenberry*  
 James T. Roddenberry, P.E. Certificate No. 4281  
 Surveyor



NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF THE SURVEYOR AND A FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED BY:  
**James Thurman Roddenberry**  
 Florida Certificate No. 4281  
 Professional Land Surveyor  
 P.O. Box 109, Tallahassee, Florida  
 Tallahassee, FL 32304-0109 (904) 944-8338

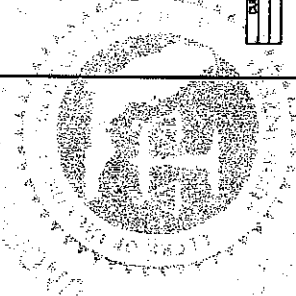
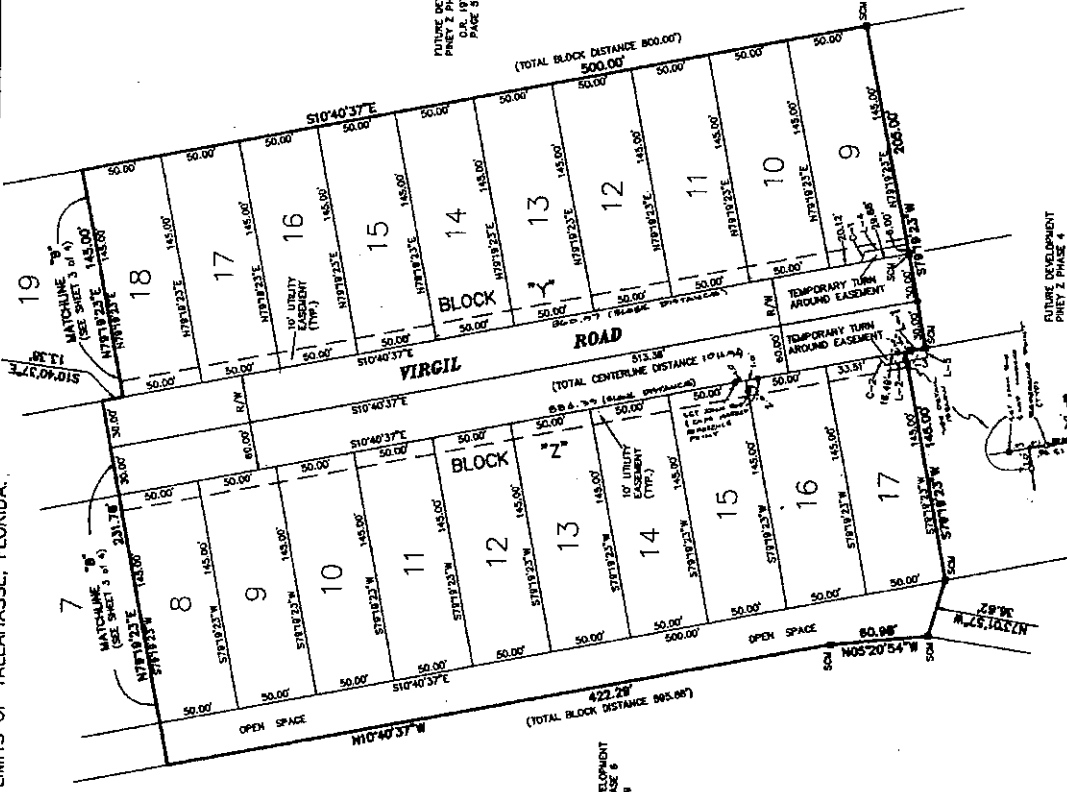
DATE: 9/09/98 SCALE: 1" = 50'  
 FILE: P272944.000 SEC. 35 T. 1-N. R. 1-E  
 DRAWN BY: BJA COURT: LEON  
 JOB NUMBER: 98-499

**LINE CHART**

LINE	DESCRIPTION	DISTANCE
L1	100'00" W	100.00'
L2	300'00" E	300.00'
L3	300'00" W	300.00'
L4	300'00" E	300.00'
L5	300'00" W	300.00'
L6	300'00" E	300.00'

**CURVE TABLE**

BEARING	RADIUS	CHORD	DELTA
S 70° 00' 00" E	100.00'	100.00'	90° 00' 00"
S 70° 00' 00" E	100.00'	100.00'	90° 00' 00"



PINEY Z PHASE 2-A

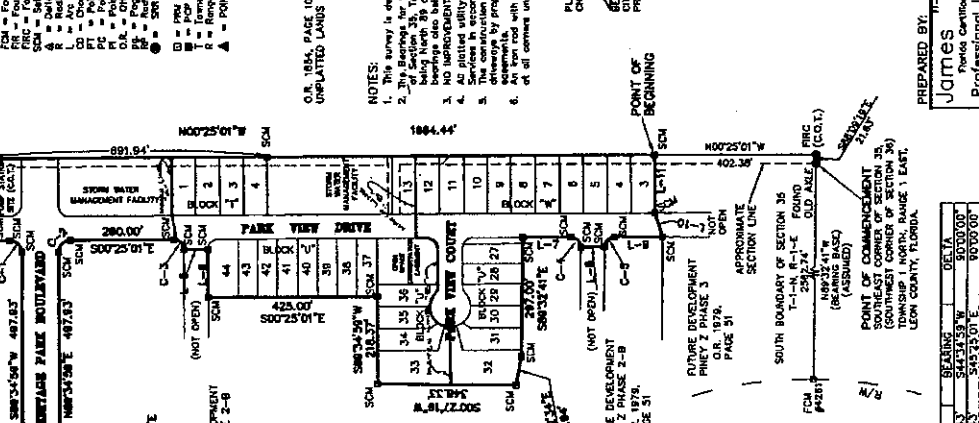
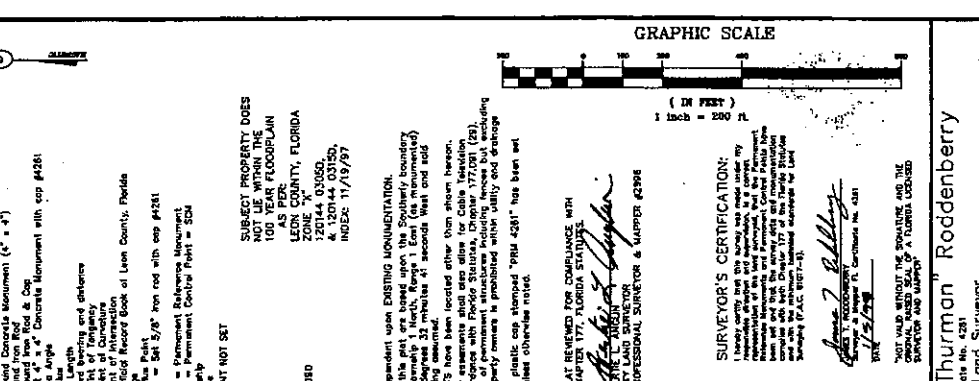
A SUBDIVISION LYING IN SECTION 35 and 36, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA.

NOTES: THIS PLAT, AS SHOWN ON ITS ORIGINAL FORM IS THE ORIGINAL RECORD AND WILL BE RECORDED AS SHOWN UNLESS OTHERWISE NOTED OTHERWISE. ANY CHANGES TO THIS PLAT MUST BE MADE BY A SURVEYOR'S CERTIFICATE AND MUST BE RECORDED ON THIS PLAT THAT BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

LEGEND:
● = Set Iron & Cap #4281 = PCP = Permanent Control Point
LOI = SET RECORDED #4281 UNLESS NOTED OTHERWISE
S.O.A. = HOME OWNERS ASSOCIATION
S.O.T. = CITY OF TALLAHASSEE
F.O.A. = FOUND FROM RECORD
PCP = Permanent Control Point
S.O.A. = Set 4" x 4" Concrete Monument with cap #4281
A = Delta angle
R = Radius
CD = Observed bearing and distance
PC = Point of Curvature
PI = Point of Intersection
D.A. = Official Record Book of Leon County, Florida
PCP = Permanent Control Point
S.O.A. = Set 3/8" iron rod with cap #4281
D = PCP = Permanent Control Point = SCA
R = Range
A = POINT NOT SET

ACKNOWLEDGEMENT:
I, the undersigned, Clerk of the Circuit Court of Leon County, Florida, do hereby certify that this plat was duly recorded in the Public Records of Leon County, Florida, on this 11th day of November, 1979, at Tallahassee, Florida.

TALLAHASSEE CITY COMMISSION:
I, the undersigned, Mayor of Tallahassee, Florida, do hereby certify that this plat was duly recorded in the Public Records of Leon County, Florida, on this 11th day of November, 1979, at Tallahassee, Florida.



LINE CHART and CURVE TABLE. The line chart lists line numbers (L-1 to L-11) with bearings and distances. The curve table lists curve numbers (C-1 to C-4) with radius, length, and delta values.

CLERK OF THE CIRCUIT COURT:
Approved for me and recorded this 11th day of November, 1979, at Tallahassee, Florida.

WITNESSES:
I, the undersigned, Clerk of the Circuit Court of Leon County, Florida, do hereby certify that this plat was duly recorded in the Public Records of Leon County, Florida, on this 11th day of November, 1979, at Tallahassee, Florida.

PLAT BOOK 12 PAGE 57

GRAPHIC SCALE: 1 inch = 200 ft.

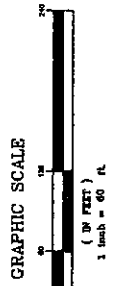
PREPARED BY: James Thurman Roddenberry, Florida Certified No. 4281, Professional Land Surveyor.

DATE: 11/24/79, SCALE: 1" = 200', SHEET 1 OF 4, COUNTY: LEON, JOB NUMBER: 88-58.



A SUBDIVISION LYING IN SECTION 35,  
TOWNSHIP 1 NORTH, RANGE 1 EAST,  
LEON COUNTY, FLORIDA, AND LYING WITHIN  
THE CITY LIMITS OF TALLAHASSEE, FLORIDA.

"NOTICE: This plat, as recorded, is the graphic form of the official description of the subdivided lands described herein, and will in no circumstances be supplemented in 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."

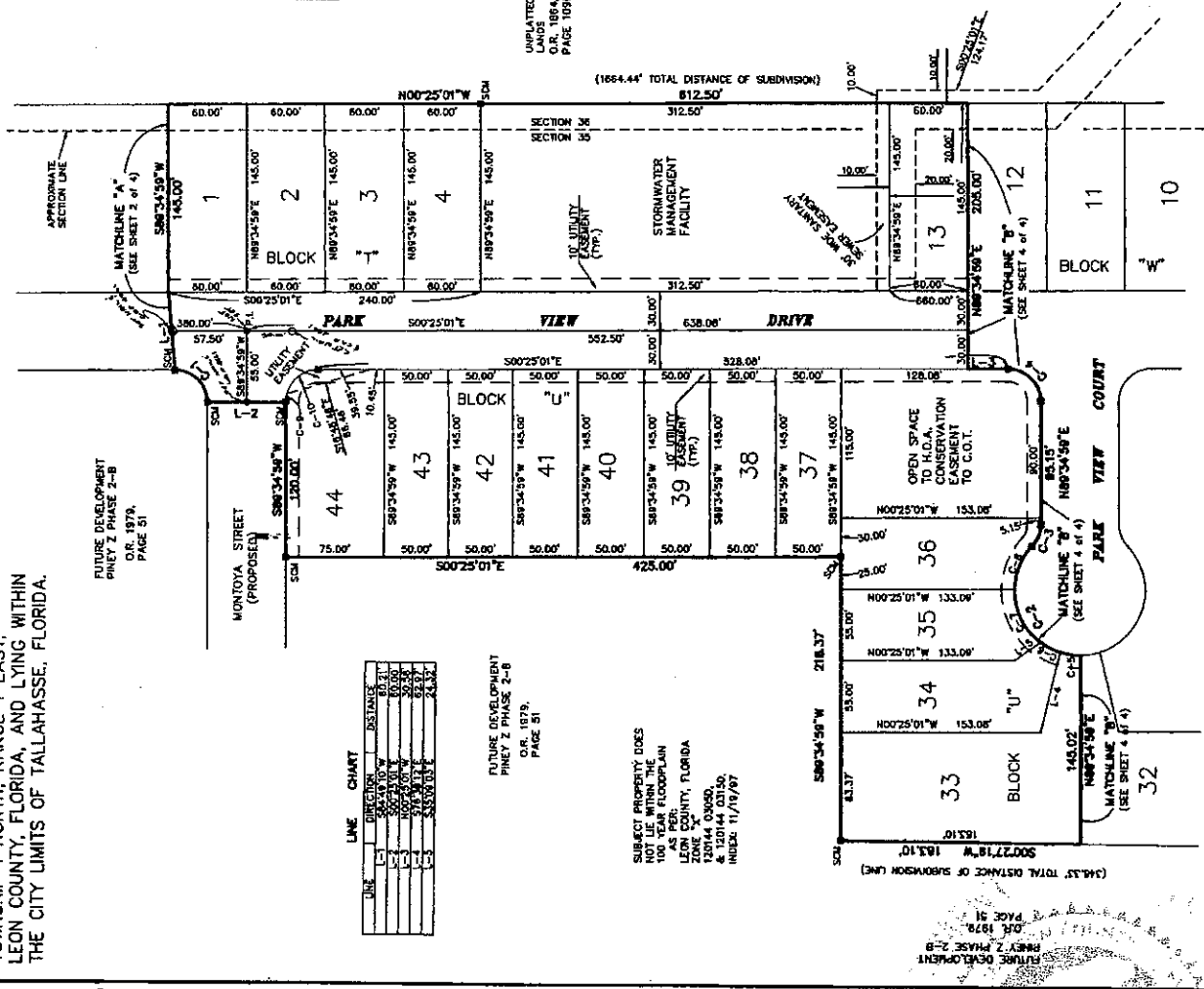


CURVE	BEARING	LENGTH	CHORD	BEARING	CHORD
C-1	S89°34'59"W	145.00'	145.00'	S89°34'59"W	145.00'
C-2	N89°34'59"E	145.00'	145.00'	N89°34'59"E	145.00'
C-3	S89°34'59"W	145.00'	145.00'	S89°34'59"W	145.00'
C-4	N89°34'59"E	145.00'	145.00'	N89°34'59"E	145.00'
C-5	S89°34'59"W	145.00'	145.00'	S89°34'59"W	145.00'
C-6	N89°34'59"E	145.00'	145.00'	N89°34'59"E	145.00'
C-7	S89°34'59"W	145.00'	145.00'	S89°34'59"W	145.00'
C-8	N89°34'59"E	145.00'	145.00'	N89°34'59"E	145.00'
C-9	S89°34'59"W	145.00'	145.00'	S89°34'59"W	145.00'
C-10	N89°34'59"E	145.00'	145.00'	N89°34'59"E	145.00'

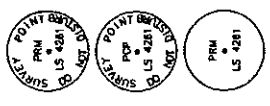
LINE	DIRECTION	DISTANCE
L-1	S89°34'59"W	60.00'
L-2	N89°34'59"E	60.00'
L-3	S89°34'59"W	60.00'
L-4	N89°34'59"E	60.00'
L-5	S89°34'59"W	60.00'
L-6	N89°34'59"E	60.00'

FUTURE DEVELOPMENT  
PINEY Z PHASE 2-B  
O.R. 1979,  
PAGE 51

SUBJECT PROPERTY DOES  
NOT LIE WITHIN THE  
100 YEAR FLOODPLAIN  
AS PER:  
LEON COUNTY, FLORIDA  
ZONE 2  
130144 03650,  
& 130144 03150,  
ISSUED 11/19/97



**LEGEND**  
 SCH = Section  
 FIC = Fractional Interest  
 SRC = Survey Reference Control  
 A = A.C. ADJ.  
 L = L.O.T.  
 O.R. = Official Records  
 H.O.A. = Home Owners Association  
 C.O.T. = City of Tallahassee  
 SET NAL & CAP (#4281) = Permanent Control Point (unless noted otherwise)  
 NOT TO SCALE  
 SRC = Permanent Reference Monument  
 PRU = Permanent Control Point = SDM (unless noted otherwise)  
 PCP = Permanent Control Point = SDM (unless noted otherwise)  
 SRC UNLESS NOTED OTHERWISE



**SURVEYOR'S CERTIFICATION:**  
 I hereby certify that this plat, as recorded, is a correct representation of the land surveyed, that the Permanent Reference Monument and Survey Reference Control are shown on this plat and that the survey data and measurements are correct and conform to the applicable standards for land surveys (F.A.C. 6109-3).  
 DATE: 11/19/97  
 James Thurman Roddenberry  
 Registered Professional Land Surveyor  
 No. 4281  
 Tallahassee, Florida

PREPARED BY:  
**James Thurman Roddenberry**  
 Florida Certificate No. 4281  
 Professional Land Surveyor  
 P.O. Box 100, 114 Lullwater Avenue  
 Tallahassee, FL 32309-0100 (904) 942-5238  
 DATE: 11/19/97  
 SCALE: 1" = 100'  
 DRAWN BY: B.A. COUNTY: LEON  
 SHEET 3 OF 4  
 FILE: P25535.LDW SEC. 35 T. 1-N. R. 1-E JOB NUMBER: 98-591

**PINEY Z PHASE 2-A**

A SUBDIVISION LYING IN SECTION 35,  
TOWNSHIP 1 NORTH, RANGE 1 EAST,  
LEON COUNTY, FLORIDA, AND LYING WITHIN  
THE CITY LIMITS OF TALLAHASSEE, FLORIDA.

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

GRAPHIC SCALE  
( IN FEET )  
1 Inch = 50 FT.



**LEGEND**  
 SMC = SET 4" X 4" CONCRETE MONUMENT (CAP #4261)  
 PPM = PERMANENT REFERENCE MONUMENT  
 FPC = FOUND IRON ROD & CAP  
 SIRC = SET IRON ROD & CAP (#4261)  
 A = ANGLE  
 L = LINE  
 CD = CENTRAL ANGLE  
 H.O.A. = HOME OWNERS ASSOCIATION  
 C.D.T. = CITY OF TALLAHASSEE  
 C = CENTRAL ANGLE  
 A = ANGLE  
 PPM = PERMANENT REFERENCE MONUMENT  
 PCH = PERMANENT CONTROL POINT = SMC (unless noted otherwise)  
 SMC = SET 4" X 4" CONCRETE MONUMENT (CAP #4261)  
 SMC UNLESS NOTED OTHERWISE

SCH  
PCH  
SIRC  
A  
L  
CD  
H.O.A.  
C.D.T.  
C  
A  
PPM  
PCH  
SMC

**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-2	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-3	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-4	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-5	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-6	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-7	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-8	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-9	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-10	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-11	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-12	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-13	50.00	18.84	18.78	S89°30'00"W	43°30'00"
C-14	50.00	18.84	18.78	S89°30'00"W	43°30'00"

**LINE CHART**

LINE	DIRECTION	DISTANCE
L-1	S00°25'01"E	30.00
L-2	S00°25'01"E	60.00
L-3	S00°25'01"E	60.00
L-4	S79°28'10"W	64.87
L-5	S84°18'01"W	24.37

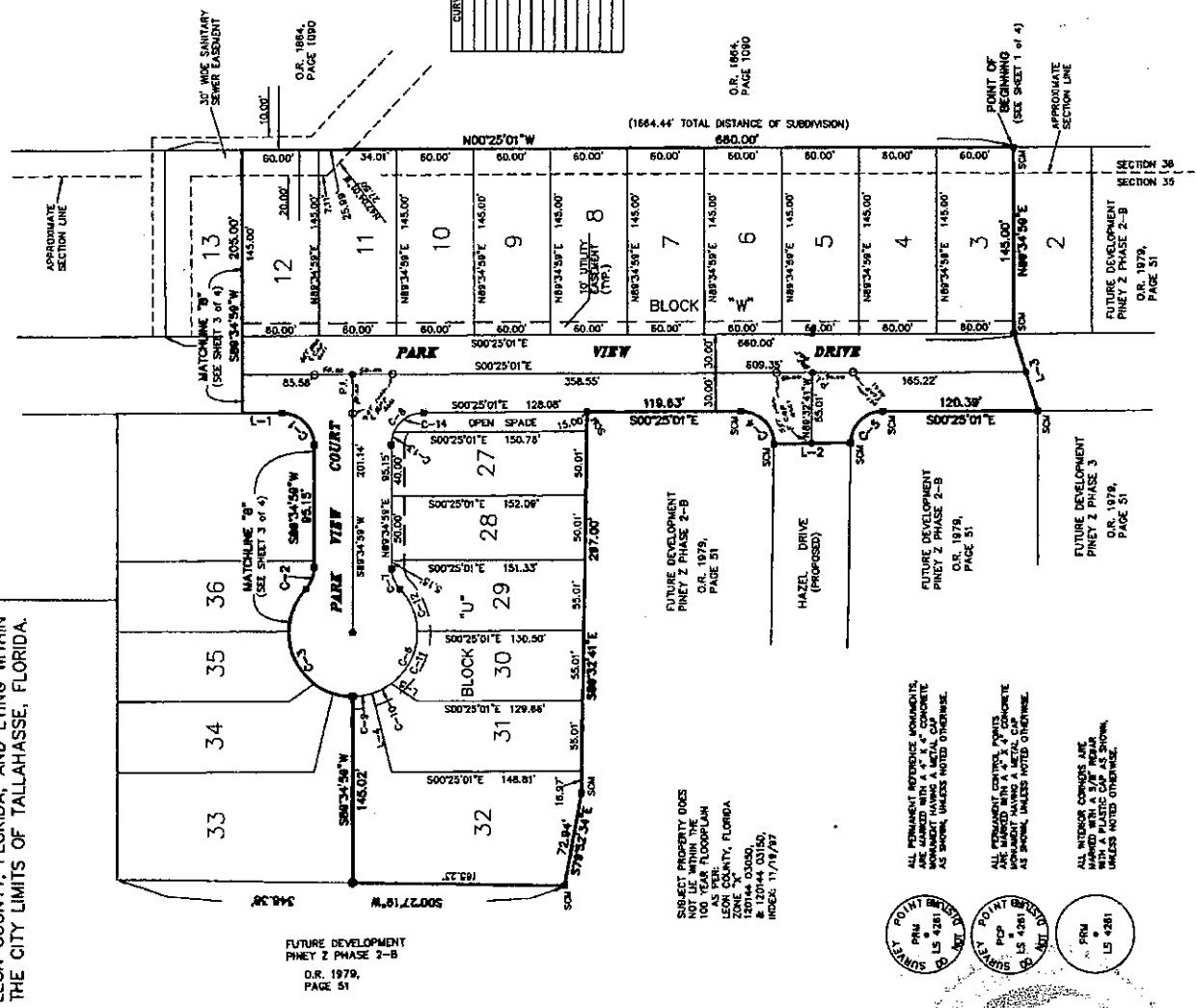
**SURVEYOR'S CERTIFICATION:**

I hereby certify that this plat was prepared by me or under my immediate supervision and that I am a duly licensed Professional Land Surveyor in the State of Florida. The monumentation shown on this plat was set and the survey was conducted in accordance with the laws and regulations of the State of Florida and the rules and regulations of the Board of Professional Land Surveyors (F.A.C. 61G17-3).

*James Thurman Roddenberry*  
 JAMES T. RODDENBERRY, Certificate No. 4261  
 11/21/79

NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A PROFESSIONAL LAND SURVEYOR OF THE STATE OF FLORIDA.

PREPARED BY:  
**James Thurman Roddenberry**  
 Florida Certificate No. 4261  
 Professional Land Surveyor  
 P.O. Box 100, 114 Boulevard Avenue  
 Tallahassee, FL 32304-0100 (904) 942-2558  
 DATE: 11/21/79 SCALE: 1" = 100'  
 DRAWN BY: B.R. COUNTY: LEON  
 FILE: PZPHAS2A SEC. 35 T. 1-N. R. 1-E JOB NUMBER: 89-081



SUBJECT PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN ZONE "X" OF THE LEON COUNTY, FLORIDA ZONING ORDINANCE, CHAPTER 17, ARTICLE 10, SECTION 17.10(1)(b), ADOPTED 11/18/79.

ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4" X 4" CONCRETE MONUMENT HAVING A METAL CAP UNLESS NOTED OTHERWISE.

ALL PERMANENT CONTROL POINTS ARE MARKED WITH A 3/4" IRON ROD HAVING A METAL CAP UNLESS NOTED OTHERWISE.

ALL INTERIOR CORNERS ARE MARKED WITH A 3/4" IRON ROD UNLESS NOTED OTHERWISE.

