

**SUBDIVIDERS AGREEMENT FOR  
TARA FOREST EAST PHASE 1**

THIS SUBDIVIDERS AGREEMENT for Tara Forest East Phase 1 (the "Agreement") is made this 25<sup>th</sup> day of July, 2022.

BETWEEN

DEVELOPER:               TARA FOREST, LLC  
                              Whose address is:  
                              7717 NW 20<sup>th</sup> Lane  
                              Gainesville, FL 32605

AND

CITY:                     THE CITY OF ALACHUA, a Florida municipal Corporation (the "City")

**R E C I T A L S:**

WHEREAS, the DEVELOPER is developing a residential subdivision in the City known as Tara Forest East Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Tara Forest East Phase 1 as set forth in Plat Book \_\_\_\_\_ page \_\_\_\_\_ of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Developer wishes to enter into a Subdividers Agreement with City as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and it is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Agreement is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding or in any way arising out of this Agreement; and

WHEREAS, the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above information and recitals are true and correct and are incorporated as material terms of this Agreement by reference.
2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
3. **Construction:** The Developer shall construct, at Developer's sole expense, the public and private improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easement, stormwater conveyance systems, and drainage facilities], as reflected on the Plat which will be recorded for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the Construction Plans prepared by the Developer's design engineer (the "Plans"), which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (all of the forgoing shall be jointly referred to as the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lot depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks"), in a diligent manner and Developer shall complete these Improvements on or before July 24, 2025. The Revised Construction Plans for Tara Forest East Phase 1 (and Phase 2) dated July 11, 2022, designate a "construction entrance" which delineates a path on an existing lime rock road which shall be used for the specific use by construction vehicles and equipment utilized on or in conjunction with the construction of the Improvements. The Developer shall be responsible for damages to the roads in the Project caused by construction vehicles and equipment working on or in conjunction with the Improvements.
4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer. Tara Baywood, LLC and Tara Forest, LLC have entered into that certain perpetual Storm Water Discharge Easement Agreement recorded in Official Records Book \_\_\_\_, page \_\_\_\_ of the Public Records of Alachua County, Florida (the "Easement"), which shall run with the land and allow the discharge stormwater drainage for the Project to run on, over, upon and across property as described in the Easement Agreement which is incorporated herein by referenced, which stormwater shall ultimately drain into the basins indicated on the Plat for Tara Baywood Phase I, recorded in the Official Public Records Book \_\_\_\_, Page \_\_\_\_ of Alachua County, Florida, in perpetuity and related further depicted on the Construction Plans for the Tara Baywood Phase I Subdivision.
5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of

the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, the Plans and or the Certificate of Concurrency Compliance, attached hereto as Exhibit "C", in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project, shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements. Acceptance of the House Sidewalks shall be as set forth in paragraph 15 below.
7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all applicable regulations, ordinances, laws, and rules.
8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Official Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within three (3 ) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement.
9. **Surety Devices:** With the exception of the construction of the House sidewalks and in order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:
  - a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond ("Bond") in the amount of \$2,018,652.70 (120% of the \$1,682,210.58 estimated construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. This Bond shall remain in full force and effect unit the terms of this Agreement related to the installation of the Improvements have been fulfilled.
  - b. Upon Developer's timely and satisfactory completion of the Improvements and the City's approval (but not acceptance) of these Improvement, and the Developer providing an acceptable maintenance surety instrument to the City in the amount of 10 percent of the certified value of the Improvements (approximately \$168,221.06

as set forth in the Certification in attached Exhibit "D"), the City shall release the Bond, the amount of which may be decreased by any demand made by the City for the corrections of discrepancies as set forth in paragraph 10 below.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, including surety instruments, the Developer may commence construction of the Improvements. Construction shall be completed on or before July 24, 2025 (with the exception of House Sidewalks – see paragraph 15 below). During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:
- a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
  - b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
  - c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
  - d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
  - e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
  - f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

The Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this paragraph shall submit to the City the inspection reports. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City's Public Services Department with a copy to the City's Department of Planning and Community Development within three (3) business days of each inspection. City may, in its sole discretion, within fifteen (15) days demand in writing, the prompt correction of any discrepancies contained on any of the inspection reports within a reasonable period set forth in the written demand. If the Developer's Project Engineer of Record determines that a requested repair will take more than the time set forth in the demand, an extension of time which shall include the reason for the extension, may be requested from the City's Public Services Director, whose consent shall not be unreasonably withheld. If the correction is not completed in the timeframe in the demand or any extension allowed for it, the City may make a demand on the Common Law Performance Bond for the amount necessary to correct any discrepancy.

Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a Maintenance Law Performance Bond in the amount of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above.

11. **No Final Inspections or Occupancy:** In the event the Developer conveys any interest, legal or equitable, to any property in the Project, the City shall not provide any utilities to or conduct a final inspection on any house constructed in the Project until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any Improvements damaged as a result of the construction of any such houses. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until the approval of the Improvements has been provided as required in this Agreement.
12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within thirty (30) days of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty days to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one-year warranty period. The warranty period shall be automatically extended until the completion of all requested repairs. If the Developer does not complete the repairs within thirty days from the notice, it shall constitute a breach of this Agreement and the City shall be entitled to make a demand on the Maintenance Common Law Performance Bond.
13. **Acceptance of Improvements:** At the end of the Warranty Period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans,

plat and applicable regulations as set forth in this Agreement and the Improvements are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved that the Improvements are constructed in accordance with this Agreement, including but not limited to, the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulations and the Commission has formally accepted the Improvements. Within sixty (60) days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and release the maintenance surety instrument, less any draw down on it to the Developer. The maintenance of the stormwater management facilities (basins) shall be the responsibility of the Developer (and not the City) subject to the provisions of paragraph 29 below.

14. **Maintenance of Landscape Improvements within City Rights-of-Way:** The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at its sole cost and expense. Should the developer or successor fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer or its successor, specifying the nature of the deficiency. Within 30 days following receipt of such notice, the Developer shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, in its sole discretion, effect repairs to the Improvements without the need of prior notice to the Developer and the Developer shall be responsible for the cost of these repairs. The City will promptly bill the Developer. If the invoice is not paid within 30 day of the date of the invoice, it shall be a default hereunder and the City shall have the right, but not the obligation, to make a claim under the Common Law Performance Bond or the Maintenance Common Law Performance Bond whichever bond in if effect at the time of the default.
15. **House Sidewalks:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees that all House Sidewalks for the Project shall be completed on or before July 24, 2025, and the Developer further warrants and agrees to provide the City with surety instruments for the construction and installation of the House Sidewalks as follows:
  - a. The Developer shall provide the City with the House Sidewalks Irrevocable Letter of Credit in the form acceptable to the City that shall have an expiration date of September 24, 2025, in the amount of \$67,302.40 (\$56,085.33 x 120 %) as the guarantee of the satisfactory construction of the House Sidewalks for the Project as set forth on the certification in attached Exhibit "E".
  - b. Upon the completion of all of the House Sidewalks in the Project and the City's approval (but not acceptance) of them, the Developer shall provide the City with an Irrevocable Letter of Credit in a form acceptable to the City for ten percent of the certified value of the completed House Sidewalks as the one-year maintenance

surety which is approximately \$5,608.53 of the amount for the cost of completion in attached Exhibit "E").

- c. If all of the House Sidewalks have not been installed by July 24, 2025, the City shall have the right, but not the obligation, to make a demand upon and call the House Sidewalks Irrevocable Letter of Credit to pay for the installation of the remaining House Sidewalks. The City shall construct as many remaining sidewalks as possible with this money, however, the City shall not have any obligation to expend the money other than proceeds from the Irrevocable Letter of Credit to construct sidewalks.
  - d. Upon the City's acceptance of the House Sidewalks Maintenance Irrevocable Letter of Credit, the City will return Irrevocable Letter of Credit referenced in subparagraph a. above to the Developer, less any drawdowns by the City for construction of House Sidewalks. Within one year of the completion of the House Sidewalks, the City shall conduct a final inspection of them and notify the Developer in writing of any deficiencies determined in the City's sole discretion. The Developer shall have 30 days to cure these deficiencies. If the Developer does not cure these deficiencies within 30 days, the City shall be authorized to have the work done and make a demand on the House Sidewalks Irrevocable Letter of Credit to pay for this work. Once the sidewalk construction is deemed complete, it shall be submitted to the Commission for acceptance. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Irrevocable Letter of Credit for the House Sidewalks shall be returned to the Developer.
  - e. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the House Sidewalks until the Commission has officially accepted the sidewalks.
  - f. After the Commission's acceptance of the House Sidewalks, the Maintenance Irrevocable Letter of credit for the House Sidewalks shall be returned to the Developer.
16. **Tree mitigation:** Prior to the approval of this Agreement, Developer shall pay the City the sum of 46,907.48 to be placed in the City's tree bank fund for used by the City as allowed in the KDRs as mitigation for the trees being removed from the Property.
17. **Non-Interest-Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest-bearing bank account.
18. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

19. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.
20. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
21. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.
22. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
23. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 26 below.
24. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.
25. **Default by Developer:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand



on any irrevocable letter of credit provided by Developer hereunder, and also be entitled to any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

26. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua  
Attn: City Manager / LDR Administrator

*Via Hand Delivery:* 15100 NW 142<sup>nd</sup> Terrace  
Alachua, FL, 32615

*Via U.S. Mail:* Post Office Box 9  
Alachua, FL 32616

Developer/Owners: Tara Forest, LLC  
7717 NW 20<sup>th</sup> Lane  
Gainesville, FL 32605

With a copy to: Denise Lowry Hutson, Esq.  
Salter Feiber, P.A.  
3904 NW 16<sup>th</sup> BLVD. Bldg. B.  
Gainesville, FL 32605

27. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
28. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
29. **Not Assignable Without Approval:** This Agreement and any obligations of the Developer hereunder shall not be assignable by the Developer without the written approval of the Commission, which approval shall not unreasonably withheld, and the acceptance and assumption of the assignment by the assignee.
30. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
31. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

32. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.
33. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.
34. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
35. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
36. **Time of Essence:** Time is of the essence in complying with each and every term and condition of this Agreement.
37. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.
38. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.
39. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.
40. **No Future Representations:** The City's approval of this Subdividers Agreement for Tara Forest East Phase 1 does not in any way imply, represent, require or guarantee that the City will approve a development application for any other phase of Tara Baywood, Tara Forest East, or any other related development or the successor or assign of any related development.

CONTINUED ON NEXT PAGE

**IN WITNESS WHEREOF**, City and Developer have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF ALACHUA

\_\_\_\_\_  
Mike DaRoza, City Manager/Clerk

By: \_\_\_\_\_  
Gib Coerper, Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA FOREST EAST PHASE 1 was acknowledged before me this 25<sup>th</sup> day of July 2022, by GIB COERPER, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at large

Commission No.:

Expiration: [SEAL]

Approved as to form:

\_\_\_\_\_  
Marian B. Rush, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPERS/OWNERS

Tara Forest, LLC, a Florida Limited Liability Company

Witnesses:

Brooke McGuire  
Brooke McGuire

By:

SAYED MOUKHTARA, Manager

Witnesses:

Jay Payne  
Jay Payne

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA FOREST EAST PHASE 1 was acknowledged before me this 21st day of July 2022, by SAYED MOUKHTARA, who is personally known to me or who produced \_\_\_\_\_ as identification.

Jennifer Newbegin  
Notary Public, State of Florida at large  
Commission No.: HH075654  
Expiration: 12/29/24 [SEAL]



Jennifer Newbegin  
Notary Public  
State of Florida  
Comm# HH075654  
Expires 12/29/2024