

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

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

BETWEEN

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

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3435516 25 PG(S)

7/28/2022 10:31 AM
BOOK 5025 PAGE 2027
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1097789
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$0.00
Intang. Tax: \$0.00

AND

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

RECITALS:

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 38 page 59 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 5014, page 188, 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 38, Page 55 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 142nd Terrace
Alachua, FL, 32615

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

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

With a copy to: Denise Lowry Hutson, Esq.
Salter Feiber, P.A.
3904 NW 16th 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

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



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

**Gainesville**3530 HWY 43rd Street
Gainesville, FL 32605**St. Augustine**4420 US 1 S, Suite 1
St. Augustine, FL 32086

jbpro.com



(844) Go-JBPro



contact@jbpro.com

TARA FOREST EAST PHASE 1**LEGAL DESCRIPTION – BY THIS FIRM**

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE RUN SOUTH 00°06'27" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 10, A DISTANCE OF 2702.92 FEET; THENCE RUN SOUTH 00°05'13" WEST, A DISTANCE OF 353.83 FEET TO THE NORTHWEST CORNER OF TARA BAYWOOD. PER THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4749, PAGE 2301, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°25'29" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 576.12 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°06'18" EAST, A DISTANCE OF 603.50 FEET; THENCE RUN SOUTH 89°53'42" EAST, A DISTANCE OF 533.30 FEET; THENCE RUN NORTH 00°06'18" EAST, A DISTANCE OF 43.90 FEET; THENCE RUN SOUTH 89°53'42" EAST, A DISTANCE OF 175.00 FEET; THENCE RUN NORTH 00°06'18" EAST, A DISTANCE OF 240.00 FEET; THENCE RUN SOUTH 89°53'42" EAST, A DISTANCE OF 40.07 FEET TO THE WEST LINE OF ALACHUA REALTY COMPANY ADDITION AS PER THE PLAT RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°05'35" WEST ALONG SAID WEST LINE, A DISTANCE OF 486.56 FEET; THENCE RUN SOUTH 00°05'22" WEST ALONG SAID WEST LINE, A DISTANCE OF 406.98 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°25'29" WEST, A DISTANCE OF 748.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.86 ACRES, MORE OR LESS.



Civil Engineering

Exhibit A to Tara Forest East Phase 1
Subdividers Agreement

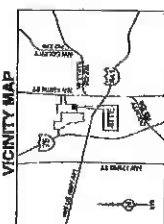


Construction Services

NOTICE:
THE PUBLIC IS HEREBY NOTICED THAT THE OFFICIAL RECORD OF THE SUBDIVISION OF THE LANDS OF THE STATE OF FLORIDA, AS THE SAME ARE HEREIN DESCRIBED, IS THE OFFICIAL RECORD OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA, AND THAT THE SAME ARE TO BE KEPT IN THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

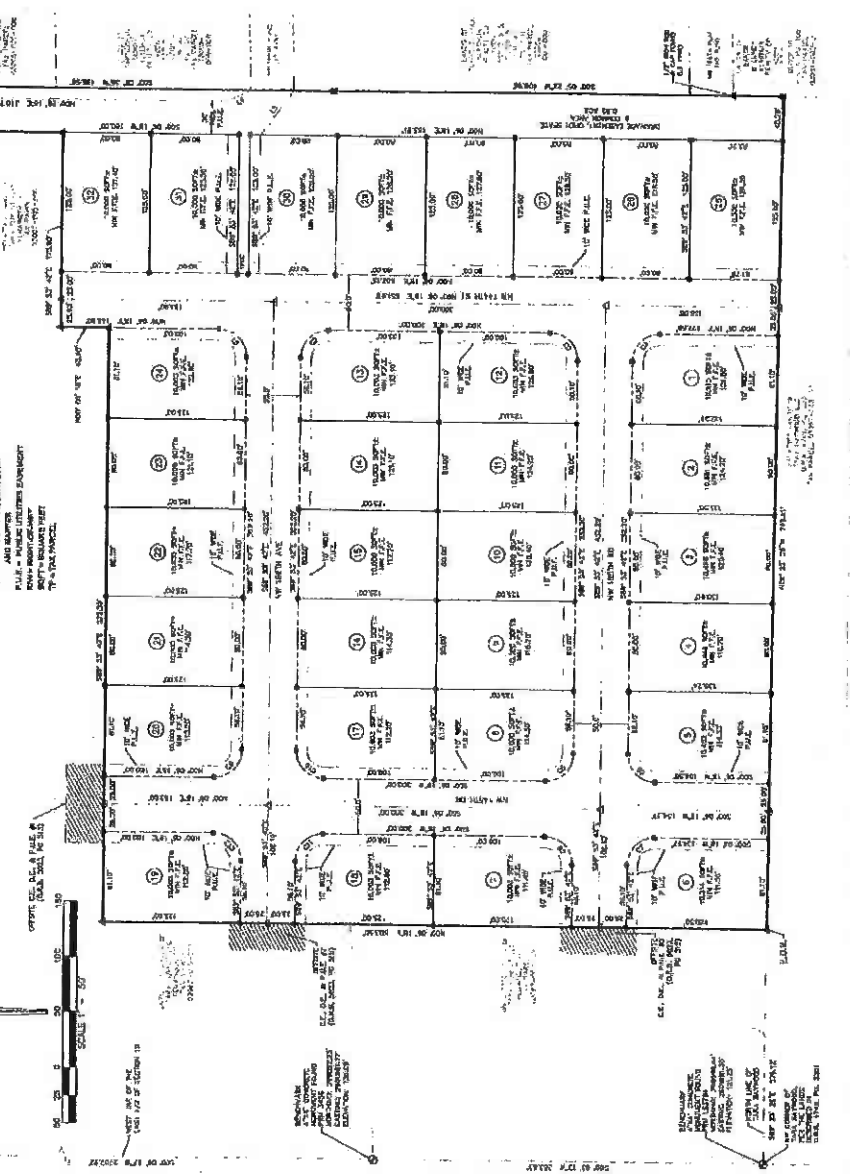
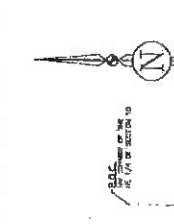
TARA FOREST EAST PHASE 1
SITUATED IN
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

Block	Lot	Area	Owner	Deed	Deed
1	1	1.00	1.00	1.00	1.00
2	2	1.00	1.00	1.00	1.00
3	3	1.00	1.00	1.00	1.00
4	4	1.00	1.00	1.00	1.00
5	5	1.00	1.00	1.00	1.00
6	6	1.00	1.00	1.00	1.00
7	7	1.00	1.00	1.00	1.00
8	8	1.00	1.00	1.00	1.00
9	9	1.00	1.00	1.00	1.00
10	10	1.00	1.00	1.00	1.00
11	11	1.00	1.00	1.00	1.00
12	12	1.00	1.00	1.00	1.00
13	13	1.00	1.00	1.00	1.00
14	14	1.00	1.00	1.00	1.00
15	15	1.00	1.00	1.00	1.00
16	16	1.00	1.00	1.00	1.00
17	17	1.00	1.00	1.00	1.00
18	18	1.00	1.00	1.00	1.00
19	19	1.00	1.00	1.00	1.00
20	20	1.00	1.00	1.00	1.00
21	21	1.00	1.00	1.00	1.00
22	22	1.00	1.00	1.00	1.00
23	23	1.00	1.00	1.00	1.00
24	24	1.00	1.00	1.00	1.00
25	25	1.00	1.00	1.00	1.00
26	26	1.00	1.00	1.00	1.00
27	27	1.00	1.00	1.00	1.00
28	28	1.00	1.00	1.00	1.00
29	29	1.00	1.00	1.00	1.00
30	30	1.00	1.00	1.00	1.00
31	31	1.00	1.00	1.00	1.00
32	32	1.00	1.00	1.00	1.00
33	33	1.00	1.00	1.00	1.00
34	34	1.00	1.00	1.00	1.00
35	35	1.00	1.00	1.00	1.00
36	36	1.00	1.00	1.00	1.00
37	37	1.00	1.00	1.00	1.00
38	38	1.00	1.00	1.00	1.00
39	39	1.00	1.00	1.00	1.00
40	40	1.00	1.00	1.00	1.00
41	41	1.00	1.00	1.00	1.00
42	42	1.00	1.00	1.00	1.00
43	43	1.00	1.00	1.00	1.00
44	44	1.00	1.00	1.00	1.00
45	45	1.00	1.00	1.00	1.00
46	46	1.00	1.00	1.00	1.00
47	47	1.00	1.00	1.00	1.00
48	48	1.00	1.00	1.00	1.00
49	49	1.00	1.00	1.00	1.00
50	50	1.00	1.00	1.00	1.00
51	51	1.00	1.00	1.00	1.00
52	52	1.00	1.00	1.00	1.00
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62	62	1.00	1.00	1.00	1.00
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68	68	1.00	1.00	1.00	1.00
69	69	1.00	1.00	1.00	1.00
70	70	1.00	1.00	1.00	1.00
71	71	1.00	1.00	1.00	1.00
72	72	1.00	1.00	1.00	1.00
73	73	1.00	1.00	1.00	1.00
74	74	1.00	1.00	1.00	1.00
75	75	1.00	1.00	1.00	1.00
76	76	1.00	1.00	1.00	1.00
77	77	1.00	1.00	1.00	1.00
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79	79	1.00	1.00	1.00	1.00
80	80	1.00	1.00	1.00	1.00
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83	83	1.00	1.00	1.00	1.00
84	84	1.00	1.00	1.00	1.00
85	85	1.00	1.00	1.00	1.00
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96	96	1.00	1.00	1.00	1.00
97	97	1.00	1.00	1.00	1.00
98	98	1.00	1.00	1.00	1.00
99	99	1.00	1.00	1.00	1.00
100	100	1.00	1.00	1.00	1.00



BUILDING SETBACK REQUIREMENTS

Lot Area	Setback
1.00 - 1.99	5.00
2.00 - 2.99	10.00
3.00 - 3.99	15.00
4.00 - 4.99	20.00
5.00 - 5.99	25.00
6.00 - 6.99	30.00
7.00 - 7.99	35.00
8.00 - 8.99	40.00
9.00 - 9.99	45.00
10.00 - 10.99	50.00
11.00 - 11.99	55.00
12.00 - 12.99	60.00
13.00 - 13.99	65.00
14.00 - 14.99	70.00
15.00 - 15.99	75.00
16.00 - 16.99	80.00
17.00 - 17.99	85.00
18.00 - 18.99	90.00
19.00 - 19.99	95.00
20.00 - 20.99	100.00



LEGAL DESCRIPTION - BY THE FIRM
THE PUBLIC IS HEREBY NOTICED THAT THE OFFICIAL RECORD OF THE SUBDIVISION OF THE LANDS OF THE STATE OF FLORIDA, AS THE SAME ARE HEREIN DESCRIBED, IS THE OFFICIAL RECORD OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA, AND THAT THE SAME ARE TO BE KEPT IN THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

NOTES:
1. THE SUBDIVISION OF THE LANDS OF THE STATE OF FLORIDA, AS THE SAME ARE HEREIN DESCRIBED, IS THE OFFICIAL RECORD OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA, AND THAT THE SAME ARE TO BE KEPT IN THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER
I, the undersigned, being a duly licensed Professional Surveyor and Mapper, do hereby certify that the foregoing is a true and correct copy of the original survey and map as the same appear in my office, and that the same conform to the requirements of the laws of the State of Florida.

ACKNOWLEDGMENT
I, the undersigned, being a duly licensed Professional Surveyor and Mapper, do hereby certify that the foregoing is a true and correct copy of the original survey and map as the same appear in my office, and that the same conform to the requirements of the laws of the State of Florida.

ACKNOWLEDGMENT
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Exhibit B to Tara Forest East Phase 1
Subdividers Agreement

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR FOR TARA FOREST PHASE 1

This Certificate of Concurrency Compliance (also referred to as "Certificate") is hereby issued to Tara Forest, LLC, a Florida Limited Liability Company authorized to transact business in the State of Florida, and the ("Developer/Owner") of the Project as identified and defined below by City of Alachua, Florida ("City") this 25th day of July, 2022.

RECITALS

WHEREAS, the Developer/Owner 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");

WHEREAS, the Property or Land for the Project is owned by Tara Forest, LLC, a Florida Limited Liability Company;

WHEREAS, the Developer/Owner has secured a Subdivider Agreement for the Project from the City dated the 25th day of July, 2022, (herein "Subdivider Agreement") as part of the City's site-specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a Certificate of Concurrency Compliance by the City to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one a subdivision final plat in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Residential Single Family- 3 ("RSF-3");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision for the Project;

WHEREAS, the Project is now ready to proceed to approval of a Final Plat comprised of 32 residential lots;

WHEREAS, the Developer/Owner intends to immediately initiate construction on the Project;

WHEREAS, the Developer/Owner of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer/Owner of the Project further agrees to submit payment for water connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to the Project;

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3132, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance is governed by the City's LDRs and, as such, the Developer/Owner must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Certificate; and

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance constitutes a regulatory agreement required as part of the process for the issuance of development permits for the Project and, as such, Developer/Owner has no claim for monetary damages against the City. In the event of any dispute regarding this Certificate, Developer/Owner's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING INFORMATION AND RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency Compliance subject to the following conditions of issuance:

1. The above recitals and information are true and correct and are incorporated as material portions of this Certificate of Concurrency Compliance by reference.
2. The City will reserve 8,000 gallons per day (32 lots x 250 gallons per day) of wastewater capacity for the 32 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.

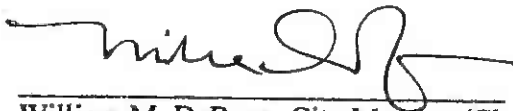
3. The City will reserve 8,800 gallons per day (32 lots x 275 gallons per day) of water capacity for the 32 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.
4. The City will reserve the following trips of traffic capacity for the 32 units proposed in Tara Forest East Phase 1 as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: 304 Average Annual Daily Trips ("AADT") and 32 Peak Hour Trips on Comprehensive Plan Traffic Segment Number 5 (US 441 from SR 235 to I-75).
5. The City will reserve 0.42 acres (2.6 persons per household x 32 units x 5 acres per 1,000 persons) of recreation capacity for the 32 units proposed in Tara Forest East Phase 1 as defined by applicable development permits, including but not limited to the construction plans and Subdividers Agreement, on file with the City.
6. The City will reserve 60.73 tons per year (0.73 tons per capita per year x 2.6 persons per household x 32 units) of solid waste capacity for the 32 units proposed in Tara Forest Phase 1 as defined by applicable development permits on file, including but not limited to, construction plans and Subdividers Agreement, on file with the City.
7. The City will reserve four (4) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, two (2) student stations in the Alachua SCSA for middle schools, and three (3) student stations in the Alachua SCSA for high schools, for the 32 units proposed in Tara Forest East Phase 1.
8. This Certificate of Concurrency Compliance shall remain in effect for a period of one (1) year from the date of the approval of the Subdivider Agreement between Developer/Owner and the City.
9. This Certificate of Concurrency Compliance shall be incorporated into and considered a part of the Subdividers Agreement for the Project. The failure of the Developer/Owner comply with the term of the Subdivider Agreement shall be a default under the Subdividers Agreement and shall result in the termination of the reservations in this Certificate.
10. This Certificate of Concurrency Compliance shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.
11. The City's issuance of this Certificate does not in any way imply, represent, require or guarantee that the City will approve the application for any other phase of the development of Tara Forest East. The approval of this Certificate of Concurrency Compliance for the Project does not in any way infer, imply or otherwise represent

that a Certificate of Concurrency Compliance will be granted for any other phase of Tara Forest East.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 25th day of July, 2022, and is subject to the terms and findings as stated herein.

Attest:

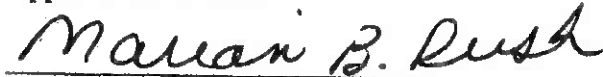
CITY OF ALACHUA



William M. DaRoza, City Manager/Clerk/
Land Development Regulations Administrator

By: 
The Hon. Gib Coerper, Mayor

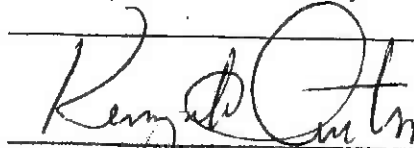
Approved as to form:



Marian B. Rush, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA FOREST EAST PHASE 1 was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, on this 26th day of July, 2022, by GIB COERPER, who is (personally known to me) OR (who has produced as identification).



Notary Public, State of Florida at Large
Commission No.:
Expiration: [SEAL]



KENYATA CURTIS
Commission # HH 131188
Expires September 18, 2025
Bonded Thru Budget Notary Services

[SIGNATURED CONTINUE ON NEXT PAGE]

Witnesses:

(sign) Brooke McGuire

(print) Brooke McGuire

DEVELOPERS/OWNERS

Tara Forest, LLC,
a Florida Limited Liability Company

By: Sayed Moukhtara, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA FOREST EAST PHASE 1 was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, on this 21st day of July, 2022, by Sayed Moukhtara, who is (personally known to me) OR (who has produced _____ as identification).




Jennifer Newbegin
Notary Public, State of Florida at Large
Commission No.: HH075454
Expiration: 12/29/24 [SEAL]



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



Gainesville
3530 NW 43rd Street
Gainesville, FL 32606
St. Augustine
4420 US-1 S, Suite 1
St. Augustine, FL 32086

 jbpro.com
 (844) Go-JBPro
 contact@jbpro.com

TARA FOREST EAST PHASE 1

LEGAL DESCRIPTION – BY THIS FIRM

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE RUN SOUTH 00°06'27" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 10, A DISTANCE OF 2702.92 FEET; THENCE RUN SOUTH 00°05'13" WEST, A DISTANCE OF 353.83 FEET TO THE NORTHWEST CORNER OF TARA BAYWOOD, PER THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4749, PAGE 2301, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°25'29" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 576.12 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°06'18" EAST, A DISTANCE OF 603.50 FEET; THENCE RUN SOUTH 89°53'42" EAST, A DISTANCE OF 533.30 FEET; THENCE RUN NORTH 00°06'18" EAST, A DISTANCE OF 43.90 FEET; THENCE RUN SOUTH 89°53'42" EAST, A DISTANCE OF 175.00 FEET; THENCE RUN NORTH 00°06'18" EAST, A DISTANCE OF 240.00 FEET; THENCE RUN SOUTH 89°53'42" EAST, A DISTANCE OF 40.07 FEET TO THE WEST LINE OF ALACHUA REALTY COMPANY ADDITION AS PER THE PLAT RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°05'35" WEST ALONG SAID WEST LINE, A DISTANCE OF 486.56 FEET; THENCE RUN SOUTH 00°05'22" WEST ALONG SAID WEST LINE, A DISTANCE OF 406.98 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°25'29" WEST, A DISTANCE OF 748.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.86 ACRES, MORE OR LESS.



Exhibit A to Exhibit C
to Tara Baywood Phase 1
Subdividers Agreement





Tara Forest East - Phase I
Engineers Opinion of Probable Cost
Date: 11/27/01

Item #	FDOT ID	FDOT TITLE	UNIT	UNIT COST	QTY	TOTAL
General						
1	0101.1	MOBILIZATION & GENERAL CONDITIONS	LS	\$40,000.00	1	\$40,000.00
2		GEOTECHNICAL TESTING	LS	\$8,000.00	1	\$8,000.00
		SUBTOTAL				\$48,000.00
Demolition, Erosion Control, Tree Protection						
3		REMOVAL OF EXISTING FENCE	LF	\$2.40	2,215	\$5,140.00
4	0104.10.1	4" FENCE TIED INTO BARRIER	LF	\$0.91	845	\$768.95
5	0104.15	UTILITY PROTECTION SYSTEMS	EA	\$171.79	11	\$1,705.66
		SUBTOTAL				\$7,614.61
Earthwork						
6	0120.1	REGULAR EXCAVATION, SWALES AND BASINS	CY	\$6.98	18,853	\$701,179.98
7	0120.6	EMBANKMENT	CY	\$8.14	22,960	\$183,557.00
8		PETITION WALL, CONC. MASONRY BLOCK	LS	\$10,000.00	1	\$10,000.00
9		TEMPORARY GRAVEL CONSTRUCTION ENTRANCE	EA	\$1,500.00	1	\$1,500.00
		SUBTOTAL				\$896,436.98
Roadway and Sidewalk						
10	0124.1-12	ASPHALTIC CONC. 1.25" SP-9.5 PAVEMENT	TH	\$83.32	40.9	\$33,819.33
11	0125.104	6" LIMESTONE BASE GROUP D	SY	\$8.15	6,113	\$52,719.86
12	0140.3	12" STABILIZED SUBGRADE	SY	\$4.59	6,577	\$30,188.02
13		SPEED HUMP	EA	\$2,000.00	2	\$4,000.00
14	0522.1	CONCRETE SIDEWALK (not front of lots), 4"	SY	\$15.85	1,196	\$47,880.58
15		CONCRETE STEPS	LS	\$900.00	1	\$900.00
16		MANHOLES	LS	\$5,000.00	1	\$5,000.00
17	0530.1-7	TYPE 1 CURB AND GUTTER	LF	\$25.01	285	\$7,127.85
18	0530.1-10	TYPE 1 CURB AND GUTTER	LF	\$28.16	4,125	\$116,160.00
19	0710.11-701	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	LF	\$0.17	470	\$79.90
20	0710.11-721	PAINTED PAVT MARK, STD, YELLOW, SOLID, 18"	LF	\$1.77	40	\$70.80
21	0710.11-101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	LF	\$0.17	465	\$79.05
22	0710.11-121	PAINTED PAVT MARK, STD, WHITE, SOLID, 12"	LF	\$1.02	540	\$550.80
23	0710.11-125	PAINTED PAVT MARK, STD, WHITE, SOLID, 14"	LF	\$2.43	38	\$116.64
24	0710.11-180	PAINTED PAVT MARK, STD, WHITE, YIELD LINE	EA	\$15.50	4	\$62.00
25	0527.2	DETECTABLE WARNING	SF	\$12.71	180	\$5,297.80
26	0700.1-11	ROAD SIGNS	EA	\$158.10	11	\$11,370.60
		SUBTOTAL				\$316,773.24
Stormwater						
27	0425.2-91	MANHOLE IS	EA	\$2,400.00	2	\$4,800.00
28	0425.1351	INLET STRUCTURE, PS	EA	\$1,309.00	6	\$27,981.00
29	0425.1451	INLET STRUCTURE, IS	EA	\$2,112.10	4	\$28,449.20
30	0425.1551	INLET STRUCTURE, PS	EA	\$5,573.40	2	\$11,146.80
31	0425.1451	INLET STRUCTURE, IS	EA	\$7,586.70	1	\$7,586.70
32	0110.1741-15	PIPE CULVERT, RCP, 15"	LF	\$52.00	77.0	\$4,600.00
33	0110.1741-18	PIPE CULVERT, RCP, 18"	LF	\$70.16	30	\$5,628.60
34	0110.1741-42	PIPE CULVERT, RCP, 42"	LF	\$110.47	262	\$33,922.20
35	0110.1741-48	PIPE CULVERT, RCP, 48"	LF	\$217.53	180	\$60,508.40
36	0110.1741-54	PIPE CULVERT, RCP, 54"	LF	\$277.86	120	\$88,915.20
		SUBTOTAL				\$316,137.60
Wastewater						
37	1050.31101	4" PVC SEWER LATERAL	LF	\$12.80	1,070	\$13,056.00
38		4" CLEANOUT	EA	\$14.61	28	\$989.08
39	1050.31203	8" PVC	LF	\$22.18	7,320	\$49,639.20
40		8" PLUG	EA	\$7,000.00	1	\$6,240.00
41	0125.2-71	SANITARY MANHOLE	EA	\$3,015.46	2	\$11,248.72
		SUBTOTAL				\$91,152.50
Water System						
42	1050.11107	2" PVC	LF	\$3.50	480	\$1,680.00
43	1050.21208	8" PVC	LF	\$22.34	1,960	\$17,484.00
44	1050.21212	12" PVC	LF	\$28.05	140	\$18,513.00
45	1050.21208	8" DIP	LF	\$36.78	280	\$10,158.40
46		3/4" SINGLE WATER METER	EA	\$490.60	4	\$1,960.00
47		3/4" DUAL WATER METER	EA	\$276.00	16	\$11,616.00
48	1050.26101	1" BLOWOFF ASSEMBLY	EA	\$4,842.89	1	\$4,842.89
49	1050.12103	1" SAMPLE POINT	EA	\$246.75	1	\$1,040.25
50	0590.5070	4" SLEEVE	LF	\$13.30	250	\$3,325.00
51	1050.21102	2" GATE VALVE AND BOX	EA	\$200.00	20	\$4,000.00
52	1050.21106	6" GATE VALVE AND BOX	EA	\$370.00	1	\$370.00
53	1050.21104	8" GATE VALVE AND BOX	EA	\$410.00	14	\$6,020.00
54	1050.21112	12" GATE VALVE AND BOX	EA	\$600.00	4	\$2,400.00
55	1055.11103	8" DI 22 5' BEND	EA	\$910.25	2	\$1,820.50
56		8" 12" SADDLE	EA	\$157.89	16	\$2,446.24
57		12" 12" SADDLE	EA	\$452.19	4	\$1,809.56
58		4" TRANSITION COUPLING	EA	\$29.98	8	\$239.84
59		2" 6" ANCHOR TEE	EA	\$290.14	2	\$580.28
60		12" 6" ANCHOR TEE	EA	\$413.19	1	\$413.19
61		12" 8" ANCHOR TEE	EA	\$175.01	1	\$175.01
62		8" 8" ANCHOR CROSS	EA	\$841.84	2	\$1,683.68
63		12" 8" ANCHOR CROSS	EA	\$947.56	1	\$947.56
64	1080.29108	4" MECHANICAL RESTRAINT	EA	\$221.00	2	\$442.00
65	1080.29117	12" MECHANICAL RESTRAINT	EA	\$444.00	2	\$888.00
66	1084.11108	FIRE HYDRANT ASSEMBLY	EA	\$4,149.17	1	\$12,447.51
67		145C, PRESSURE TESTING AND BACTERIOLOGICAL TESTING	LS	\$4,000.00	1	\$4,000.00
		SUBTOTAL				\$146,664.57
Landscape						
68		Landscape Lump Sum	LS	\$206,303.25	1	\$206,303.25
		SUBTOTAL				\$206,303.25
Entire Project						
69	0150.25	CONSTRUCTION CONTINGENCY (10%)				\$152,928.23
		SUBTOTAL				\$152,928.23
Total Construction Estimate						\$1,682,210.58

Tara Forest East - Phase 1

STATEMENT OF PROBABLE COSTS

MANLEY DESIGN, LLC

Date: October 25, 2021

Submitted: Tara Forest East/ Submittal #3 plans October 2021

Item No.	Description - For landscape materials, symbol, common name, installed size	Unit Measure	Quantity	Installed Unit Cost	Item Subtotal Cost	Notes
Tree Removal & Protection						
1	Tree barricades - fencing	LF	3,226	\$1.00	\$3,226.00	Orange Construction Fence
2	Site Preparation - Wooded Areas	AC	6.37	\$3,500.00	\$22,295.00	See Tree Removal Plans
3	Site Preparation - Open Site Areas	AC	22.86	\$1,000.00	\$22,860.00	See Tree Removal Plans
4	Tree mitigation	LS	0	\$0.00	\$0.00	Remaining mitigation required is proposed as part of Tara Baywood project.
Tree Removal and Protection Subtotal:					\$48,381.00	

Item No.	Description - For landscape materials: symbol, common name, installed size	Unit Measure	Quantity	Installed Unit Cost	Item Subtotal Cost	Notes
Landscape - Trees						
5	AR, Florida Flame Red Maple, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	12	\$210.00	\$2,520.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
6	BN, Dura Heat River Birch, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	25	\$165.00	\$4,125.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
7	FP, Green Ash, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	4	\$187.50	\$750.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
8	LT, Tulip Tree, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	38	\$165.00	\$6,270.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
9	QM, Swamp Chestnut Oak, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	0	\$195.00	\$0.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
10	QV, Southern Live Oak, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	3	\$195.00	\$585.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
11	TD, Bald Cypress, 30 gal., 11' ht. x 48" sprd., 2" cal.	EA	32	\$165.00	\$5,280.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
12	CC, Eastern Redbud, 15 gal., 7' ht. x 24" sprd., 1.5" cal.	EA	66	\$97.50	\$6,435.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
13	CV, White Fringetree, 15 gal., 6' ht. x 24" sprd., 1.5" cal.	EA	45	\$97.50	\$4,387.50	Includes material cost plus 50% percentage mark up for delivery and installation costs
14	IVP, Weeping Yaupon Holly, 15 gal., 7' ht. x 24" sprd., 1.5" cal.	EA	11	\$90.00	\$990.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
15	LIM, Muskogee Grape Myrtle, 15 gal., 8' ht. x 24" sprd., 1.5" cal.	EA	17	\$82.50	\$1,402.50	Includes material cost plus 50% percentage mark up for delivery and installation costs
16	LIN, Natchez Grape Myrtle, 15 gal., 8' ht. x 24" sprd., 1.5" cal.	EA	30	\$82.50	\$2,475.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
17	PA, Chickasaw Plum, 15 gal., 6' ht. x 24" sprd., 1.5" cal.	EA	29	\$90.00	\$2,610.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
Trees, Each - Total Count: 312						
Landscape - Shrubs						
18	LP, Plum Delight Lycopodium, 3 gal., 24" ht. x 18" sprd., 30" o.c.	EA	100	\$12.00	\$1,200.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
19	VO, Sweet Vitumnium, 3 gal., 24" ht. x 18" sprd., 36" o.c.	EA	140	\$12.00	\$1,680.00	Includes material cost plus 50% percentage mark up for delivery and installation costs
Shrubs, Each - Total Count: 240						

Item No	Description - For landscape materials: Symbol, common name, installed size	Unit Measure	Quantity	Installed Unit Cost	Item Subtotal Cost	Notes
20	SOD - Argentine Bahia sod	SF	84,233	\$0.22	\$18,531.26	Areas as highlighted in previous markup
21	SEED - Argentine Bahia seed	SF	1,126,273	\$0.05	\$56,313.65	Areas as highlighted in previous markup
Other						
22	Mulch - Pine Straw	BALE	178	\$3.00	\$1,424.53	Pine Straw (20 SF/Tree & Shrub planting area) /45 SF/ Bale
Landscape Subtotal:					\$116,979.44	
Irrigation						
23	Irrigation Through Establishment	ALLOW	1	\$40,942.81	\$40,942.81	Generally assumed to be 35% of Landscape Costs
Irrigation Subtotal:					\$40,942.81	
Tara Forest East Phase 1 Total:					\$205,303.25	

Note that Manley Design does not have control over the cost of labor, materials, or equipment; the Contractor's method of determining prices, or competitive bidding or market conditions. Therefore, the above estimate is made on the basis of experience and represents our best judgment and information as Landscape Architects familiar with the construction industry in this area. The firm cannot and does not guarantee that actual proposals, bids, or construction costs will not vary from this statement. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.



Tara Forest East - Phase 1
Engineers Opinion of Probable Cost
Date: 10/13/2021

Item #	FDOT ID	FDOT TITLE	UNIT	UNIT COST	QTY	TOTAL
Roadway and Sidewalk						
1	0522-1	CONCRETE SIDEWALK (front of lots), 4"	SY	\$35.85	1422.22	\$50,986.67
2	0999-25	CONSTRUCTION CONTINGENCY (10%)				\$5,098.67
Total Construction Estimate						\$56,085.33

