

**SUBDIVIDERS AGREEMENT  
FOR  
TARA BAYWOOD PHASE 1**

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

BETWEEN

DEVELOPER: TARA BAYWOOD, 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")

**RECITALS:**

WHEREAS, the Developer is developing a residential subdivision in the City known as Tara Baywood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Tara Baywood Phase 1 as set forth in Plat Book 38 page 55 of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Developer is the owner of the Property and 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 improvements for the Project [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, 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 Baywood 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.
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 shall be the Developer's sole responsibility to comply with these fire flow standards for the Improvements. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance attached hereto as Exhibit "C" for the Project, 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 13 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:
- 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 (the "Bond") in a form agreeable to the City in the amount of \$4,048,102.99 (120% of the \$3,373,419.16 estimated cost of 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 until the terms of this Agreement related to the installation of the Improvements have been fulfilled.
  - Upon Developer's timely completion of the Improvements and the City's approval (but not acceptance) of these Improvements, and upon the Developer providing an acceptable maintenance surety instrument to the City in the amount of ten (10) percent of the certified value of the Improvements as the maintenance surety (approximately \$337,341.92 as set forth in the Certification in attached Exhibit "D"), the City will release the Bond, which may have been 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, and providing 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. The City may, in its sole discretion, within fifteen (15) days of receiving each inspection report, 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 including the reason for the extension, may requested from the City's Public Services Director, whose consent shall not be unreasonably withheld. If the correction is not completed within the timeframe in the demand or any extension allowed for it, the City is authorized to 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 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 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 surety instrument in form and content agreeable to the City, in the City's sole discretion, in an amount equal to 10% of the certified cost of construction for the one-year maintenance period set forth in paragraph 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, notice is hereby given to the Developer and the Developer acknowledges that the City shall not conduct a final inspection on any house constructed in the Project nor will the City provide permanent utility services to any house in the Project, until the Improvements, with the exception of the House Sidewalks, required in this Agreement have been completed and approved in accordance with this Agreement. The Developer shall be responsible for the repair of any Improvements damaged as a result of the construction of 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 City's 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 (the "Warranty Period"). Should the City, in the City's sole discretion, deem repairs are needed to the Improvements during the Warranty Period, the City shall provide written notice of the repairs needed to the Developer and the repairs shall be made within thirty (30) days of the notice unless extended in writing in the sole discretion of the City's Public Service's Director upon request of the Project's Engineer of Record. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the Warranty Period. The Warranty Period shall be automatically extended solely for the completion of any outstanding requested repairs. If the Developer does not complete the repairs within thirty (30) days from the notice or any extension of it, then it shall constitute a breach of this Agreement and the City shall be entitled to make a demand on the maintenance surety instrument provided by the Developer to complete the repairs, if possible.
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 provided by the Developer, less any draw down on it. 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 Developer's sole cost and expense. Should the Developer fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer specifying the nature of the deficiency. Within thirty (30) days of the notice, unless extended in writing by the City's Public Service Director, which shall not be unreasonably withheld, Developer shall cause the appropriate repairs or cure to be completed. 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. The Developer shall be responsible for the cost of these repairs. If the invoice is not paid within sixty (60) days 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 surety instrument, whichever is in effect at the time of such 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, installation, and warranty period for the House Sidewalks for the Project as follows:

- a. The Developer shall provide the City with the House Sidewalks Irrevocable Letter of Credit in the form acceptable to the City in the amount of \$93,712.20 (\$78,093.50x 120 % as set forth on the certification in attached Exhibit "E") which shall have an expiration date of September 24, 2025, as the guarantee of the satisfactory construction of the House Sidewalks for the Project.
- 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 a House Sidewalk Maintenance Irrevocable Letter of Credit in a form acceptable to the City for ten percent (10%) of the certified value of the completed House Sidewalks ("House Sidewalks Irrevocable Letter of Credit") as the one-year

maintenance surety, approximately \$7,809.35 of the amount for the cost of completion of the sidewalks 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 the House Sidewalks Irrevocable Letter of Credit due to the Developer's failure to timely complete the 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 money in excess of the proceeds from the House Sidewalks Irrevocable Letter of Credit.
- d. Prior to the expiration of the House Sidewalks Irrevocable Letter of Credit and upon the City's acceptance of the House Sidewalks Maintenance Irrevocable Letter of Credit, the City will return the House Sidewalks Irrevocable Letter of Credit to the Developer, less any drawdowns to the City to complete any House Sidewalks. Within one year of the completion of all of the House Sidewalks installed in the Project, the City shall conduct a final inspection of the House Sidewalks and provide a written demand to the Developer for the immediate correction of any deficiencies determined in the City's sole discretion along with a reasonable time frame for the completion of the correction(s). 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 includes the reason for the extension may be requested from the City's Public Services Director, whose consent shall not be unreasonably denied. If the deficiencies are not cured within the time frame in the City's demand and any extension granted for their completion, the City shall make a demand under the House Sidewalks Maintenance Letter of Credit and use those funds to correct the deficiencies, if possible. The one-year maintenance period for the House Sidewalks shall be automatically extended solely for the completion of any outstanding requested repairs. The Developer shall have the responsibility for making all of the House Sidewalks repairs so long as notice is sent or delivered to the Developer within the one-year warranty period for the House Sidewalks. If the Developer does complete the repairs within the time frame in the notice or any extension of it, then it shall constitute a breach of this Agreement and the City shall be entitled to make a demand on the House Sidewalks Irrevocable Letter of Credit to cure as many deficiencies as possible from the proceeds.
- e. Prior to the expiration of the House Sidewalks Irrevocable Letter of Credit and upon the City's acceptance of the House Sidewalks Maintenance Irrevocable Letter of Credit, the City will return the House Sidewalks Irrevocable Letter of Credit.
- f. The City shall not be responsible for and any 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 House Sidewalks.



- g. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Letter of Credit shall be returned to the Developer, less any drawdowns by the City to cure deficiencies in the House Sidewalks.
16. **Tree Mitigation:** Prior to the approval of this Agreement, Developer shall pay the City the sum of \$29,127.47 to be placed in the City's tree bank fund for use by the City as allowed in the LDRs 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 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 (City Indemnitees), 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 its terms shall run with the Land.
25. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on the Common Law Performance Bond provided by Developer; have any other remedies hereunder; and have all 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 Baywood, 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 permission shall not be 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 the terms 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 seeking a declaratory judgment or injunctive relief. 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 Baywood Phase 1 does not imply, infer, represent, guarantee or in any way require the City to approve any development application, including but not limited to a plat or subdividers agreement, for any other phase of Tara Baywood or any other subdivision in any way related to Tara Baywood, LLC or any related development, project or subdivision.

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 DaRozza, City Manager/Clerk

By:   
Gib Coerper, Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA BAYWOOD  
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.

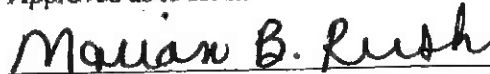
  
Notary Public, State of Florida at large

Commission No.:

Expiration:

[SEAL]

Approved as to form:

  
Marian B. Rush, City Attorney



KENYATA CURTIS  
Commission # HH 131166  
Expires September 18, 2025  
Bonded Thru Budget Notary Services

[signatures continue on next page]

DEVELOPERS/OWNERS

Tara Baywood, LLC, a Florida Limited  
Liability Company

By:

Sayed Moukhtara, Manager

Witnesses:

(sign) Broke McGuire

(print) Broke McGuire

Witnesses:

Jay Payne  
Jay Payne

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA BAYWOOD PHASE 1  
was acknowledged before me this 2<sup>nd</sup> 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



Gainesville

1111 S. W. 11th St.  
Gainesville, FL 32609

St. Augustine

1111 S. W. 11th St.  
St. Augustine, FL 32086

☎ jopro.com

☎ (844) Go-JBPro

✉ contact@jopro.com

## Tara Baywood - 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 SOUTHWEST CORNER OF BAYWOOD PHASE 1C AS PER THE PLAT RECORDED IN PLAT BOOK 29, PAGE 17 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 89°56'50" EAST ALONG THE SOUTH LINE OF SAID PLAT OF BAYWOOD PHASE 1C A DISTANCE OF 85.50 FEET TO A NORTHWEST CORNER OF BAYWOOD PHASE 1B AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 04°52'19" WEST ALONG THE WEST LINE OF SAID PLAT OF BAYWOOD PHASE 1B A DISTANCE OF 60.27 FEET TO A SOUTHWEST CORNER OF SAID PLAT OF BAYWOOD PHASE 1B; THENCE DEPARTING SAID PLAT, RUN NORTH 89°54'58" WEST, A DISTANCE OF 280.91 FEET; THENCE RUN NORTH 01°44'31" WEST, A DISTANCE OF 4.97 FEET; THENCE RUN NORTH 89°55'41" WEST, A DISTANCE OF 395.10 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°55'41" EAST, A DISTANCE OF 26.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 88°15'26" WEST, 7.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.60 FEET; THENCE RUN NORTH 89°54'28" WEST, A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°04'34" WEST ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTER AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°57'21" WEST ALONG THE NORTH LINE OF SAID PLAT OF BAYWOOD CENTER A DISTANCE OF 29.75 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF BAYWOOD CENTER; THENCE DEPARTING SAID NORTH LINE OF SAID PLAT OF BAYWOOD CENTER, RUN NORTH 00°03'20" EAST ALONG THE WEST BOUNDARY OF SAID 30 FOOT EASEMENT, A DISTANCE OF 576.97 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 583.26 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 519.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 234.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 73.48 FEET; THENCE RUN SOUTH 89°26'48" EAST, A DISTANCE OF 1029.73 FEET TO A POINT ON THE WEST BOUNDARY OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA AS PER THE PLAT RECORDED IN PLAT BOOK A, PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°01'22" WEST ALONG THE WEST LINE OF OF SAID PLAT OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA, A DISTANCE OF 233.30 FEET; THENCE DEPARTING WEST LINE OF SAID PLAT OF ALACHUA REALTY COMPANY



Civil Engineering

Exhibit A to Tara Baywood Phase 1  
Subdividers Agreement



Construction Services

ADDITION TO THE CITY OF ALACHUA, RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 155.54 FEET; THENCE RUN SOUTH  $00^{\circ}05'03''$  WEST, A DISTANCE OF 31.75 FEET; THENCE RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 410.00 FEET; THENCE RUN SOUTH  $00^{\circ}05'03''$  WEST, A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH  $89^{\circ}54'57''$  EAST, A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH  $45^{\circ}05'03''$  EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH  $89^{\circ}54'57''$  EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}54'57''$  EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH  $89^{\circ}54'57''$  EAST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH  $45^{\circ}05'03''$  EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH  $00^{\circ}05'03''$  EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH  $89^{\circ}54'57''$  EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH  $00^{\circ}05'03''$  WEST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}54'57''$  EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH  $89^{\circ}51'25''$  EAST, A DISTANCE OF 34.64 FEET; THENCE RUN SOUTH  $08^{\circ}59'15''$  WEST, A DISTANCE OF 50.15 FEET; THENCE RUN SOUTH  $89^{\circ}11'58''$  WEST, A DISTANCE OF 26.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH  $45^{\circ}05'03''$  WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH  $00^{\circ}05'03''$  WEST, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH  $00^{\circ}05'03''$  EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH  $44^{\circ}54'57''$  WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH  $45^{\circ}05'03''$  WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH  $44^{\circ}54'57''$  WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 75.00 FEET; THENCE RUN SOUTH  $00^{\circ}05'03''$  WEST, A DISTANCE OF 384.65 FEET; THENCE RUN NORTH  $89^{\circ}54'57''$  WEST, A DISTANCE OF 195.26 FEET; THENCE RUN SOUTH  $00^{\circ}05'03''$  WEST, A DISTANCE OF 298.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES $\pm$ , MORE OR LESS.





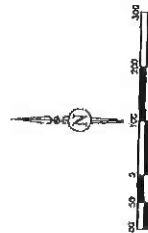
SITUATED IN  
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,  
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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## ABBREVIATIONS

[illegible]

2



Plat Book ~~38~~, Page ~~51~~  
Sheet Three of Four

**ABBREVIATIONS**  
D.E. = DAMAGE EXPENDITURE  
FTE = FULL-TIME EQUIVALENT  
INC. = INCORPORATED  
JPGP = JOINT PROFESSIONAL GROUP  
LLC = LIMITED LIABILITY CORPORATION  
MFC = MULTIFAMILY CORPORATION  
P.A. = PARTNERSHIP  
P.L.L.C. = PROFESSIONAL LIMITED LIABILITY CORPORATION  
P.L.C. = PUBLIC LIMITED COMPANY  
P.P.S. = PARTNERSHIP

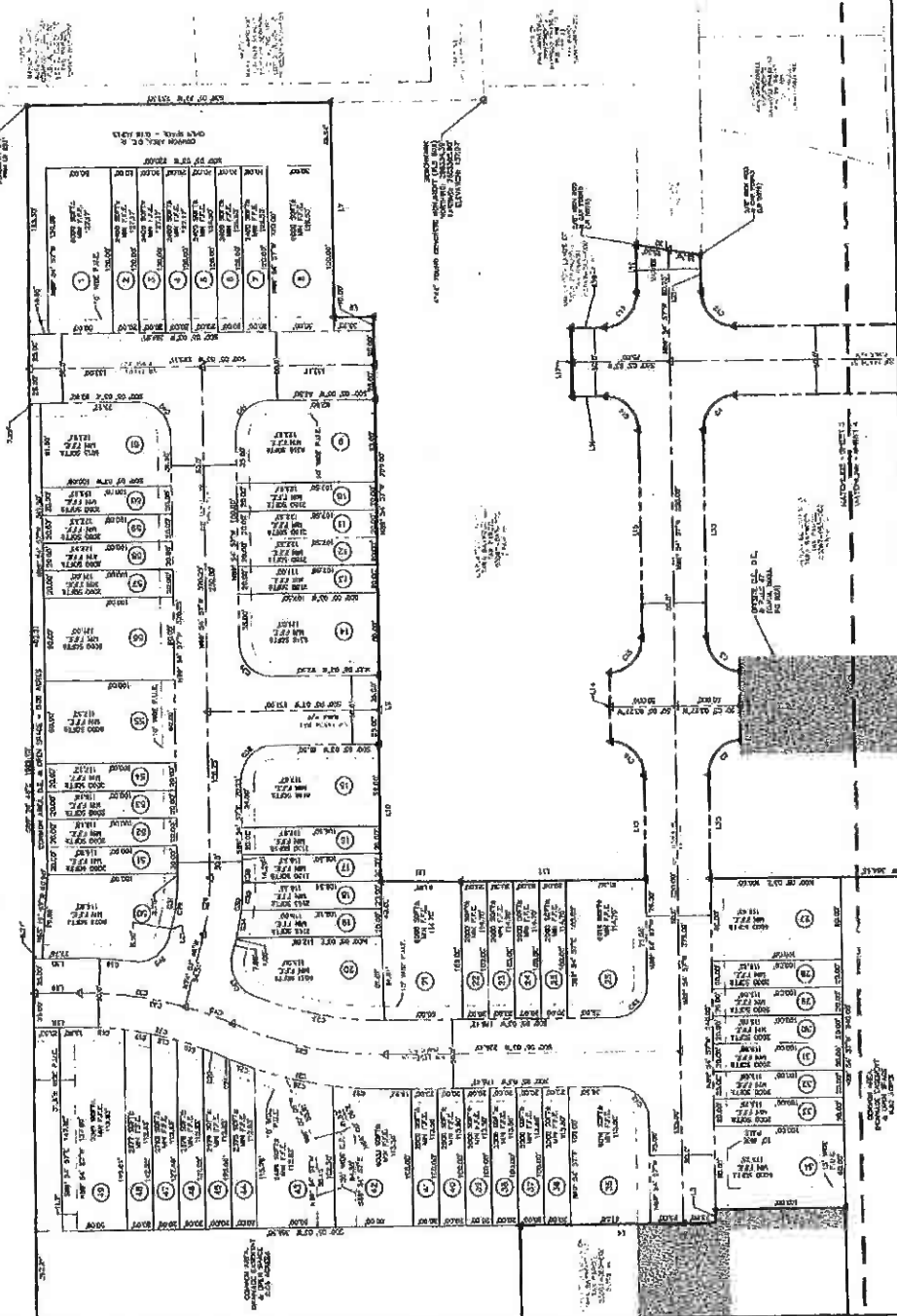
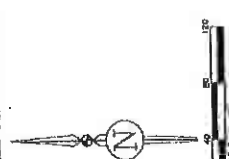
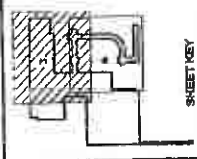
[illegible]

STAIRWAY LINE (PLAT)  
 STAIRWAY LINE (LFT)  
 HOISTWAY LINE  
 PLT. LINE  
 BENCH-MARK  
 CONCRETE MONUMENT  
 3" IRON ROD & CAP SET  
 "JAWED FOR 1964 DEBERT"  
 UNLESS NOTED OTHERWISE  
 MAIL A CHECK FOR \$1.00!!  
 LOT NUMBER

[illegible]

Library Reference		
Author	Editor	(Date)
100	100	100
100	100	100
100	100	100
100	100	100
100	100	100

**JB Pro**  
 1-800-444-4444 • 7140 East  
 17th St • Suite 100 • Denver, CO 80202



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

**NOTICE:**  
THIS PLAT, AS DESCRIBED IN THE ZONING ORDINANCE, IS THE OFFICIAL DESCRIPTION OF THE INTERESTED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE THE EXERCISE OF AUTHORITY BY ANY OTHER AGENCIES OR INDIVIDUALS OF THE PLAT. THERE MAY BE ADDITIONAL INSTRUCTIONS THAT ARE NOT MENTIONED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

Area Table						
Chart	Length	Breadth	Depth	Perimeter	Chart Number	Chart Description
C13	200.00	90.00	80.00	370.00	900250 C13	271.17
C14	115.00	90.00	80.00	385.00	910300 C14	10.37
C15	134.00	75.00	70.00	379.00	920350 C15	46.55
C16	42.00	90.00	121.50	253.50	930400 C16	47.99

Level	Component	Layer (ft)	Unit Weight
1	CLAY	0.00	120
2	CLAY	0.00	120
3	CLAY	0.00	120
4	CLAY	0.00	120
5	CLAY	0.00	120
6	CLAY	0.00	120
7	CLAY	0.00	120
8	CLAY	0.00	120
9	CLAY	0.00	120
10	CLAY	0.00	120
11	CLAY	0.00	120
12	CLAY	0.00	120
13	CLAY	0.00	120
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89	CLAY	0.00	120
90	CLAY	0.00	120
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93	CLAY	0.00	120
94	CLAY	0.00	120
95	CLAY	0.00	120
96	CLAY	0.00	120
97	CLAY	0.00	120



## **CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA BAYWOOD PHASE 1**

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

### **RECITALS**

**WHEREAS**, the Developer is developing a residential subdivision in the City known as Tara Baywood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and Developer is the owner of the Property;

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

**WHEREAS**, the Developer 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 a final subdivision plat in order to be eligible for issuance of a Certificate of Concurrency Compliance;

**WHEREAS**, the Project is zoned Residential Single Family- 6 ("RSF-6");

**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 61 residential lots;

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

Page 2 of 5

**WHEREAS**, the Developer 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 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 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 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

**WHEREAS**, the Developer 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 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 15,250 gallons per day (61 lots x 250 gallons per day) of wastewater capacity for the 61 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 16,775 gallons per day (61 lots x 275 gallons per day) of water capacity for the 61 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 61 units proposed in the Project as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: Segment 5 (US 441 from SR 235 to I-75): 446 Average Annual Daily Trips ("AADT") and 29 Peak Hour Trips.
5. The City will reserve 0.79 acres (2.6 persons per household x 61 units x 5 acres per 1,000 persons) of recreation capacity for the 61 units proposed in Tara Baywood 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 115.78 tons per year (0.73 tons per capita per year x 2.6 persons per household x 61 units) of solid waste capacity for the 61 units proposed in Tara Baywood 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 nine (9) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, four (4) student stations in the Alachua SCSA for middle schools, and five (5) student stations in the Alachua SCSA for high schools, for the 61 units proposed in Tara Baywood 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 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 to 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 infer, imply, represent, or guarantee that the City will approve the application for any other phase of Tara Baywood. The approval of this Certificate of Concurrency Compliance for the

Project does not in any way infer, imply, represent or guarantee that a Certificate of Concurrency Compliance will be granted for any other phase of Tara Baywood.

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

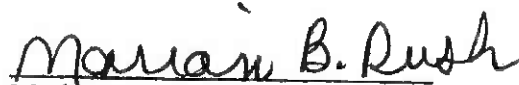
Attest:

CITY OF ALACHUA

  
Mike DaRoza, City Manager/Clerk/  
Land Development Regulations Administrator

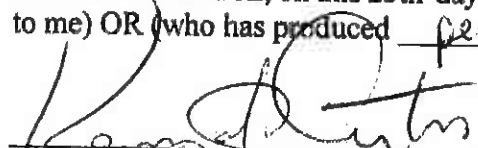
By:   
The Hon. Gib Coerper, Mayor

Approved as to form:

  
Marian B. Rush, City Attorney

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA BAYWOOD PHASE 1 was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, on this 25th day of July, 2022, by GIB COERPER, who is (personally known to me) OR (who has produced personally known as identification).

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



KENYATA CURTIS  
Commission # HH 131166  
Expires September 18, 2025  
Bonded Thru Budget Notary Services

[SIGNATURED CONTINUE ON NEXT PAGE]



Witnesses:

(sign) Brooke McGuire

(print) Brooke McGuire

DEVELOPERS/OWNERS

Tara Baywood, LLC,  
a Florida Limited Liability Company

By: Sayed Moukhtara, Manager

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA BAYWOOD PHASE 1 was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on this 21<sup>st</sup> 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.: HH075654  
Expiration: 12/29/24 [SEAL]



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



Gainesville

1000 S. W. 1st St.  
Gainesville, FL 32601

St. Augustine

1000 S. W. 1st St.  
St. Augustine, FL 32080



jbpro.com



(844) Go-JBPro



contact@jbpro.com

## Tara Baywood - 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 SOUTHWEST CORNER OF BAYWOOD PHASE 1C AS PER THE PLAT RECORDED IN PLAT BOOK 29, PAGE 17 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 89°56'50" EAST ALONG THE SOUTH LINE OF SAID PLAT OF BAYWOOD PHASE 1C A DISTANCE OF 85.50 FEET TO A NORTHWEST CORNER OF BAYWOOD PHASE 1B AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 04°52'19" WEST ALONG THE WEST LINE OF SAID PLAT OF BAYWOOD PHASE 1B A DISTANCE OF 60.27 FEET TO A SOUTHWEST CORNER OF SAID PLAT OF BAYWOOD PHASE 1B; THENCE DEPARTING SAID PLAT, RUN NORTH 89°54'58" WEST, A DISTANCE OF 280.91 FEET; THENCE RUN NORTH 01°44'31" WEST, A DISTANCE OF 4.97 FEET; THENCE RUN NORTH 89°55'41" WEST, A DISTANCE OF 395.10 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°55'41" EAST, A DISTANCE OF 26.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 88°15'26" WEST, 7.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.60 FEET; THENCE RUN NORTH 89°54'28" WEST, A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°04'34" WEST ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTER AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°57'21" WEST ALONG THE NORTH LINE OF SAID PLAT OF BAYWOOD CENTER A DISTANCE OF 29.75 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF BAYWOOD CENTER; THENCE DEPARTING SAID NORTH LINE OF SAID PLAT OF BAYWOOD CENTER, RUN NORTH 00°03'20" EAST ALONG THE WEST BOUNDARY OF SAID 30 FOOT EASEMENT, A DISTANCE OF 576.97 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 583.26 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 519.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 234.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 73.48 FEET; THENCE RUN SOUTH 89°26'48" EAST, A DISTANCE OF 1029.73 FEET TO A POINT ON THE WEST BOUNDARY OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA AS PER THE PLAT RECORDED IN PLAT BOOK A, PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°01'22" WEST ALONG THE WEST LINE OF OF SAID PLAT OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA, A DISTANCE OF 233.30 FEET; THENCE DEPARTING WEST LINE OF SAID PLAT OF ALACHUA REALTY COMPANY



Civil Engineer

Exhibit A to the Certificate of  
Concurrency Compliance Plan  
Tara Baywood Phase 1



Construction Services

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ADDITION TO THE CITY OF ALACHUA, RUN NORTH 89°54'57" WEST, A DISTANCE OF 155.54 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 31.75 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 410.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45°05'03" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 44°54'57" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45°05'03" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 44°54'57" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°51'25" EAST, A DISTANCE OF 34.64 FEET; THENCE RUN SOUTH 08°59'15" WEST, A DISTANCE OF 50.15 FEET; THENCE RUN SOUTH 89°11'58" WEST, A DISTANCE OF 26.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 45°05'03" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 44°54'57" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 45°05'03" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 44°54'57" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 75.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 384.65 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 195.26 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 298.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES±, MORE OR LESS.



Tara Baywood - Phase 1  
Engineers Opinion of Probable Cost  
Date: 12/8/2021

Item #	FOOT TITLE	UNIT	UNIT COST	QTY	TOTAL
<b>General</b>					
1	MOBILIZATION & GENERAL CONDITIONS	LS	\$40,000.00	1	\$40,000.00
2	GEOTECHNICAL TESTING	LS	\$8,000.00	1	\$8,000.00
			<b>SUBTOTAL</b>		<b>\$48,000.00</b>
<b>Demolition, Erosion Control, Tree Protection</b>					
3	REMOVAL OF EXISTING UTILITIES AND CONNECTIONS	LS	\$6,000.00	1	\$6,000.00
4	SILT FENCE SEDIMENT BARRIER	LF	\$0.91	3,180	\$2,893.80
5	INLET PROTECTION SYSTEMS	EA	\$121.79	25	\$3,044.75
			<b>SUBTOTAL</b>		<b>\$11,938.55</b>
<b>Earthwork</b>					
6	REGULAR EXCAVATION, SWALES AND BASINS	CY	\$6.98	88,800	\$619,824.00
7	EMBANKMENT	CY	\$8.14	97,000	\$789,580.00
8	RETENTION 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
			<b>SUBTOTAL</b>		<b>\$1,420,904.00</b>
<b>Roadway and Sidewalk</b>					
10	ASPHALTIC CONC. 1.25" SP-9.5 PAVEMENT	TH	\$83.82	724	\$60,652.15
11	6" LIMEROCK BASE GROUP D4	SY	\$8.35	10,525	\$87,885.61
12	12" STABILIZED SUBGRADE	SY	\$4.59	11,207	\$51,442.17
14	CONCRETE SIDEWALK, 4"	SY	\$35.85	2,648	\$94,918.85
15	TYPE E CURB AND GUTTER	LF	\$25.01	285	\$7,127.85
16	TYPE F CURB AND GUTTER	LF	\$28.18	3,330	\$93,772.80
17	MIAMI CURB AND GUTTER	LF	\$31.24	2,105	\$65,760.20
18	DETECTABLE WARNING	SF	\$32.21	316	\$9,985.16
19	STRIPING AND SIGNAGE	LS	\$9,000.00	1	\$9,000.00
			<b>SUBTOTAL</b>		<b>\$480,544.73</b>
<b>Stormwater</b>					
20	MITERED END SECTION, 15"	EA	\$760.00	3	\$2,280.00
21	MITERED END SECTION, 24"	EA	\$880.00	2	\$1,760.00
22	MITERED END SECTION, 36"	EA	\$1,070.00	2	\$2,040.00
23	MITERED END SECTION, 60"	EA	\$2,105.00	5	\$10,525.00
24	MANHOLE, JB	EA	\$2,400.00	5	\$12,000.00
25	INLET STRUCTURE, PS	EA	\$3,109.00	17	\$52,853.00
26	INLET STRUCTURE, PG	EA	\$5,573.40	3	\$16,720.20
27	INLET STRUCTURE, J6	EA	\$7,586.20	1	\$7,586.20
28	INLET STRUCTURE, VGI	EA	\$1,540.00	3	\$4,620.00
29	INLET STRUCTURE, TYPE C DBI	EA	\$2,675.00	1	\$2,675.00
30	INLET STRUCTURE, TYPE H DBI	EA	\$7,589.20	2	\$15,178.40
31	PIPE CULVERT, RCP, 15"	LF	\$52.00	1,540	\$80,080.00
32	PIPE CULVERT, RCP, 18"	LF	\$70.36	360	\$25,329.60
33	PIPE CULVERT, RCP, 24"	LF	\$130.47	700	\$91,329.00
34	PIPE CULVERT, RCP, 36"	LF	\$177.53	180	\$31,955.40
35	PIPE CULVERT, RCP, 60"	LF	\$277.86	420	\$116,701.20
			<b>SUBTOTAL</b>		<b>\$473,633.00</b>
<b>Wastewater</b>					
36	4" PVC SEWER LATERAL	LF	\$12.80	300	\$3,840.00
37	4" CLEANOUT	EA	\$34.61	29	\$1,003.69
38	6" CLEANOUT	EA	\$41.25	32	\$1,320.00
39	8" CLEANOUT	EA	\$92.89	25	\$2,322.25
40	6" PVC	LF	\$18.60	360	\$6,696.00
41	8" PVC	LF	\$22.36	5,880	\$131,476.80
42	SANITARY MANHOLE	EA	\$3,035.46	17	\$51,602.82
			<b>SUBTOTAL</b>		<b>\$198,261.56</b>
<b>Water System</b>					
43	2" PVC	LF	\$3.50	440	\$1,540.00
44	8" PVC	LF	\$22.36	1,200	\$26,832.00
45	12" PVC	LF	\$28.05	800	\$22,440.00
46	8" DIP	LF	\$36.38	140	\$5,093.20
47	10" DIP	LF	\$51.09	60	\$3,065.40
48	3/4" SINGLE WATER METER	EA	\$490.00	3	\$1,470.00
49	3/4" DUAL WATER METER	EA	\$726.00	42	\$30,492.00
50	3" BLOWOFF ASSEMBLY	EA	\$4,842.80	4	\$19,371.56
51	3" SAMPLE POINT	EA	\$346.75	4	\$1,387.00
52	MISC. WATER FITTINGS	LS	\$30,000.00	1	\$30,000.00
53	FIRE HYDRANT ASSEMBLY	EA	\$4,149.17	5	\$20,745.85
54	MISC. PRESSURE TESTING AND BACTERIOLOGICAL TESTING	LS	\$4,000.00	1	\$4,000.00
			<b>SUBTOTAL</b>		<b>\$166,423.01</b>
<b>Landscape</b>					
55	Landscape Lump Sum	LS	\$267,039.84	1	\$267,039.84
			<b>SUBTOTAL</b>		<b>\$267,039.84</b>
<b>Entire Project</b>					
96	CONSTRUCTION CONTINGENCY (10%)				\$306,674.47
			<b>SUBTOTAL</b>		<b>\$306,674.47</b>
	<b>Total Construction Estimate</b>				<b>\$3,373,419.16</b>



Tara Baywood - Phase 1  
Engineers Opinion of Probable Cost  
Date: 12/8/2021

Item #	FDOT TITLE	UNIT	UNIT COST	QTY	TOTAL
Roadway and Sidewalk					
1	CONCRETE SIDEWALK, 6"	SY	\$56.34	1,386	\$78,093.50
2	CONSTRUCTION CONTINGENCY (10%)				\$7,809.35
Total Construction Estimate					\$85,902.85

