

SUBDIVIDERS AGREEMENT
FOR
TARA VILLAGE

THIS SUBDIVIDERS AGREEMENT FOR TARA VILAGE (the "Agreement") is made this 9th day of December 2019.

BETWEEN

DEVELOPER: TARA VILLAGE, INC, a Florida Corporation (the "Developer")
Whose address is: 7717 NW 20th Lane
 Gainesville, FL 32605

AND

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

R E C I T A L S:

WHEREAS, the Developer is developing a residential subdivision in the CITY known as Tara Village (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land"), which is incorporated herein by reference, and further described in the Plat for Tara Village as set forth in Plat Book _____, Pages _____ of the Public Records of Alachua County (the "Plat"), attached hereto as Exhibit "B", which is incorporated herein by reference;

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 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 for anything in any way related to or arising out of this Agreement;

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

1. **Recitals:** The above recitals are true and correct and are incorporated into 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 improvements 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 Project's 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.
4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of 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. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, 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 Plans or the Plat which will be recorded for the Project (the "Improvements")] 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 in Paragraph 10 below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.
7. **Compliance:** The Developer warrants that it shall construct all of the Improvements in accordance with the approved Plans for the Project, City's LDRs, and all other applicable ordinances, laws, rules, and regulations.

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8. **Recording:** The Plat for the Project shall be recorded by the Developer at the Developer's cost in the public 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 one (1) 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 for the Project. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.
9. **Surety Devices:** 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 to each of the following:
- a. The Developer owns outright all of the Property free and clear of any encumbrances and no other person or entity has any interest of any kind in the Property by means of a contract for sale or otherwise. The Developer further warrants that there is no reliance by any third party on the Property or the approval of the Plat, Improvements, Plans, and this Agreement. The Developer has not entered into any agreements of any kind for the conveyance, equitable or otherwise of any portion of the Property in anticipation of the approval of the Plat, Plans, and this Agreement.
 - b. Concurrent with the execution of this Agreement, the Developer shall post with City a cash deposit equal to ten percent (10%) of the certified value of the Improvements (\$63,184.79 as set forth in the Certification in attached Exhibit "D" and incorporated herein by reference), which shall serve as the maintenance surety instrument for the Project as set forth in the LDRs.
 - c. Up to and including the Developer's completion and the City's approval of the Improvements, the Developer shall not in any way convey any interest, by contract or sale of interest equitable or otherwise in the Property or any portion thereof.
 - d. Upon the Developer's completion of the Improvements and the City's approval of the completed Improvements and compliance with the provisions in subparagraphs a – c above, the Developer may commence the sale of lots and the construction of houses in the Project, subject to the applicable laws and regulations.
10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before 365 days from the date of the approval of this Agreement. During the construction period, the Project's Engineer of Record, or an Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CEI) (jointly the "Engineer") 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.

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- 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; limerock 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 Engineer shall submit to the City inspection reports during construction of the Improvements and at each of the inspection points as defined in Paragraph 10. a. – f. The inspection reports shall document any discrepancies from the Plans and any defects in the Improvements. The correction of each discrepancy shall be documented in a subsequent inspection 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. Upon completion of the Improvements, the Developer shall have the Engineer conduct a final inspection and compile a final punch list. The Engineer shall then provide a final inspection report to the Developer and the City. The final inspection report shall indicate that all deficiencies noted in any preceding inspection report or on the final punch list have been corrected, that the Improvements have been constructed in accordance with the Plans and the LDRs, and that the Improvements are in working order. The LDR Administrator or designee shall then 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 certification by the Engineer that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Engineer shall submit to the City's Public Services Department, with a copy to the City's Department of Planning and Community Development, a certified cost of construction for the completed Improvements.

11. **Warranty Period:** The Developer warrants all improvements for the Project for a period of one year from the City's approval of the Improvements, other than routine maintenance, as deemed by the City in its sole discretion. The Developer may request a certification by a professional engineer registered in the State of Florida be performed. The certification will affirm that the repairs to be performed are needed to correct an issue with the Improvements and that the issue is not considered to be routine maintenance. The City reserves the right to select, in its sole discretion, the professional engineer providing such certification. All costs associated with preparing the certification shall be paid by the Developer. Should the City deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs

shall be made within two weeks of written notice. In the event the Engineer determines that a requested repair will take more than two weeks 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 extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this Agreement.

12. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Engineer warranting that all of the improvements have been completed and constructed in accordance with the plans and applicable regulations and 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 determined that the Improvements have been constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation. Within 60 days of the Public Services Director's determination, the Commission will formally accept maintenance of the public improvements and shall return to Developer the balance of the maintenance deposit for the Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer and, subsequently the Tara Village Homeowner's Association.
13. **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.
14. **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".
15. **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.
16. **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.
17. **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 or for whom 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.

18. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone 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 there from, 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 contractor, subcontractors, or other agent or employee.
19. **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 21 below.
20. **Agreement Runs with Land:** This Agreement shall be recorded in the public records of Alachua County, Florida and shall run with the Land.
21. **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: Tara Village, Inc.
Attn: Silvia H. Moukhtara Nemer
7717 NW 20th Lane
Gainesville, FL 32605

22. **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.
23. **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.
24. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.
25. **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.
26. **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 a circuit court in Alachua County, Florida.
27. **Amendment:** This Agreement may only be amended by mutual written agreement of the by the City and the Developer with prior approval of the Commission.
28. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.
29. **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.
30. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
31. **Time of Essence:** Time is of the essence in complying with each and every term of this Agreement.
32. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer supersedes all prior written or oral agreements, understanding or representations.
33. **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.

34. **Sovereign Immunity**: The City does not waive its sovereign immunity in entering into this regulatory 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.

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

Attest:

CITY OF ALACHUA

Adam Boukari, City Manager

By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA VILLAGE was acknowledged before me this 9th day of December 2019, by GIB COERPER, who is personally known to me or who produced _____ as identification.

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

Approved as to form:

Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

DEVELOPER: Tara Village, Inc.

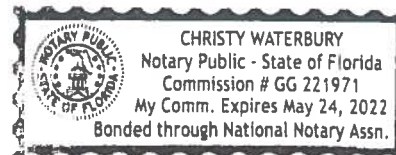
D. Lee G
Dominique Moore
B. Lassen
B. LASSEN

By: Silvia H. Moukhtara
Silvia H Moukhtara Nemer, President

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA VILLAGE was acknowledged before me this 12 day of November, 2019, by SILVIA H MOUKHTARA NEMER, who is personally known to me or who produced _____ as identification.

Christy Waterbury
Notary Public, State of Florida at large
Commission No.:
Expiration: 5-24-2022 [SEAL]





George F. Young, Inc.

Turning Vision Into Reality Since 1919

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ SUBSURFACE UTILITY LOCATING

LEGAL DESCRIPTION AND TAX PARCEL NUMBERS FOR TARA VILLAGE

TAX PARCELS 03974-004-000 AND 03974-005-000

DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA OF ALACHUA COUNTY FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR A POINT OF REFERENCE AND RUN NORTH 01°12'59" EAST, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 726.07 FEET; THENCE RUN SOUTH 89°17'43" EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 6.18 FEET TO A SET STEEL ROD AND CAP (1/2" STAMPED PRM LB021) ON THE EAST MAINTAINED RIGHT OF WAY LINE OF NORTHWEST 157TH STREET PER ALACHUA COUNTY RIGHT OF WAY MAINTENANCE MAP AS RECORDED IN MAP BOOK 32, PAGES 3 THROUGH 5 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR THE TRUE POINT OF BEGINNING; THENCE RUN ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWO (2) CALLS; (1) THENCE RUN NORTH 02°15'53" EAST, A DISTANCE OF 407.43 FEET TO A FOUND IRON ROD AND CAP (5/8" STAMPED LB5075); (2) THENCE RUN NORTH 01°28'03" EAST, A DISTANCE OF 286.02 FEET TO A SET STEEL ROD AND CAP (1/2" STAMPED PRM LB021) ON THE SOUTH LINE OF A TRACT OF LAND AS RECORDED IN OFFICIAL RECORD BOOK 3944, PAGE 1144 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°17'20" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1224.28 FEET TO A FOUND CONCRETE MONUMENT (4"X4", STAMPED RLS 1772) ON THE WEST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NUMBER 75 (STATE ROAD NUMBER 93 - A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN SOUTH 21°26'10" EAST ALONG SAID WEST LIMITED ACCESS RIGHT OF LINE, A DISTANCE OF 748.32 FEET TO A FOUND CONCRETE MONUMENT (4"X4" STAMPED LS1772); THENCE RUN NORTH 89°17'43" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1521.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.83 ACRES MORE OR LESS.

TARA VILLAGE
SITUATED IN

SECTION 27, TOWNSHIP 8, SOUTH, RANGE 18 EAST

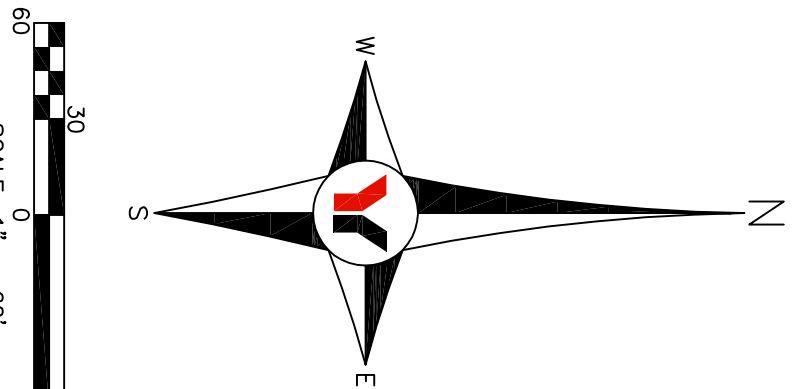
CITY OF ALACHUA

ALACHUA COUNTY, FLORIDA

CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH
C-1	55°18'12"	7.00'	6.30311'E
C-2	83°03'37"	58.00'	84.08'
C-3	83°03'37"	58.00'	84.08'
C-4	67°14'35"	58.00'	63.01'
C-5	67°14'35"	58.00'	63.01'
C-6	83°03'37"	58.00'	84.08'
C-7	83°03'37"	58.00'	84.08'
C-8	83°03'37"	58.00'	84.08'

LEGEND

- SET 1/2" STEEL ROD & CAP PER LB021
- SET 1/2" STEEL ROD & CAP PER LB021
- CONCRETE MONUMENT FOUND 4"x4" STAMPED "151772"
- IRON ROD AND CAP FOUND AS NOTED
- SET NAIL & DISK STAMPED PER LB021
- BUILDING SETBACK LINE
- (R) OFFICIAL RECORD BOOK 1112, PAGE 206
- (M) MEASURED DATA
- OR OFFICIAL RECORD BOOK
- PRM PERMANENT REFERENCE MONUMENT
- PCP PERMANENT CONTROL POINT
- PSM PROFESSIONAL SURVEYOR AND MAPPER



BUILDING SETBACK REQUIREMENTS: (UNLESS NOTED OTHERWISE)

FRONT LOT LINES 15 FEET
SIDE LOT LINES 7.5 FEET
REAR LOT LINES 30 FEET

EMAIL: SAHALL@GEORGEFYOUNG.COM

Exhibit "C"
to Subdividers Agreement for Tara Village

**CERTIFICATE OF CONCURRENCY COMPLIANCE
FOR TARA VILLAGE**

This Certificate of Concurrency Compliance ("CERTIFICATE") is hereby issued to Tara Village, Inc., a Florida Corporation ("DEVELOPER") by the City of Alachua, Florida ("CITY") this 9th day of December 2019.

R E C I T A L S

WHEREAS, the DEVELOPER is developing a residential subdivision in the CITY known as Tara Village (the "PROJECT"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has entered into the Subdivider's Agreement for Tara Village (the "SUBDIVIDER'S AGREEMENT") with the CITY for the PROJECT as part of the CITY'S site specific requirements for applications for development orders for the subdivision of land as further set forth in Section 2.4.10(G)(4) of the CITY'S Land Development Regulations (the "LDRs");

WHEREAS, Section 2.4.14 of the LDRs sets forth the procedures for the issuance of a Certificate of Concurrency Compliance by the CITY, which serves as 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 received approval of a final development order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the PROJECT is zoned Planned Development – Residential ("PD-R");

WHEREAS, the PROJECT has received approval of a preliminary plat which contemplates a residential subdivision comprised of 20 lots;

WHEREAS, the DEVELOPER is now ready to proceed to the approval of the final plat for the PROJECT;

WHEREAS, the DEVELOPER intends to immediately initiate construction on the PROJECT;

WHEREAS, the DEVELOPER agrees that payment for sanitary sewer connection fees, as established in Chapter 38 of the City of Alachua Code of Ordinances, must be paid for each lot prior to the final inspection for any residential unit on the lot, and that such fees shall be charged based upon the fee in effect at the time of final inspection;

WHEREAS, the DEVELOPER further agrees payment for potable water connection fees, as established in Chapter 38 of the City of Alachua Code of Ordinances, must be paid for each lot prior to the final inspection for any residential unit on the lot, and that such fees shall be charged based upon the fee in effect at the time of final inspection;

WHEREAS, the CITY has determined that adequate water and wastewater capacity exists to serve the PROJECT.

WHEREAS, the DEVELOPER acknowledges that this CERTIFICATE 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 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 this CERTIFICATE; and

WHEREAS, the DEVELOPER acknowledges that this CERTIFICATE constitutes a regulatory agreement required as part of the process for the issuance of development permits for the PROJECT and, as such, DEVELOPER has no claim for monetary damages against the CITY in the event of any dispute regarding this CERTIFICATE, DEVELOPER'S sole remedy for any dispute in any way relating to this CERTIFICATE is an action for declaratory relief after exhausting the administrative remedies in the LDRs, and nothing in this CERTIFICATE expressed or implied waives or should be construed to 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 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 are true and correct and are incorporated into this CERTIFICATE by reference.
2. The CITY will reserve 5,000 gallons per day (20 lots x 250 gallons per day) of wastewater capacity for the 20 units proposed by 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 ("PLANS") and SUBDIVIDER'S AGREEMENT, on file with the CITY.
3. The CITY will reserve 5,500 gallons per day (20 lots x 275 gallons per day) of water capacity for the 20 units proposed by the PROJECT. This capacity reservation is intended solely for residential uses to be constructed within the PROJECT as defined by applicable development permits including, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the

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CITY.

4. The CITY will reserve capacity on the following roadway segments for the 20 units proposed by the PROJECT, as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY: 190 Average Annual Daily Trips ("AADT") and 20 Peak Hour Trips along Comprehensive Plan Segment CR 235.
5. The CITY will reserve 0.24 acres of recreation capacity (2.37 persons per household x 20 units x 5 acres per 1,000 persons) for the 20 units proposed by the PROJECT as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY.
6. The CITY will reserve 34.46 tons per year of solid waste capacity (0.73 tons per capita per year x 2.37 persons per household x 20 units) for the 20 units proposed by the PROJECT as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY.
7. The CITY will reserve three (3) student stations in the Northwest Alachua Elementary School Concurrency Service Area (SCSA); one (1) student station in the Mebane Middle SCSA for middle schools; and two (2) student stations in the Santa Fe High SCSA for high schools for the 20 units proposed by the PROJECT as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY.
8. This CERTIFICATE shall remain in effect for a period of one year from the date of the approval of the SUBDIVIDER'S AGREEMENT between the parties hereto, provided however that the LDR Administrator may extend this CERTIFICATE for a period not to exceed one (1) year from the date of the completion of the completion of the PROJECT improvements as set forth in Paragraph 10 of the SUBDIVIDER'S AGREEMENT, and upon a finding that the DEVELOPER is in compliance with the requirements of the SUBDIVIDER'S AGREEMENT, the PLANS, and all other applicable permits for the PROJECT.
9. It is the intent of the CITY and DEVELOPER that this CERTIFICATE be incorporated into and considered a part of the SUBDIVIDER'S AGREEMENT executed by the CITY and DEVELOPER for the PROJECT dated the 9th day of December 2019. Failure to comply with the term of that SUBDIVIDER'S AGREEMENT shall result in the termination of the reservations in this CERTIFICATE.
10. This CERTIFICATE shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the CITY.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 9th
day of December 2019, and is subject to the terms and findings as stated herein.

Attest:

CITY OF ALACHUA

Adam Boukari, City Manager/Clerk

By: _____
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING CERTIFICATE OF CONCURRENCY COMPLIANCE FOR
TARA VILLAGE was acknowledged before me this 9th day of December 2019, by Gib
Coerper, who is personally known to me or who produced
_____ as identification.

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

Approved as to form:

Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

Adriana Hill
[Signature]
Remy D. Curtis

DEVELOPER: Tara Village, Inc.

By: [Signature]
Silvia H. Moukhtara Nemer, President

STATE OF FLORIDA
COUNTY OF Alachua

THE FOREGOING Certificate of Concurrency Compliance for Tara Village was acknowledged before me this 12 day of NOVEMBER, 2019, by Silvia H. Moukhtara Nemer, President of Tara Village, Inc., who is personally known to me or who produced _____ as identification.

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



KRISTY LEE THORNTON
Commission # GG 178433
Expires March 17, 2022
Bonded Thru Budget Notary Services

Exhibit "D"
to Subdividers Agreement for Tara Village

October 15, 2019

Justin Tabor, AICP
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32616

RE: Tara Village Subdivision

Dear Justin:

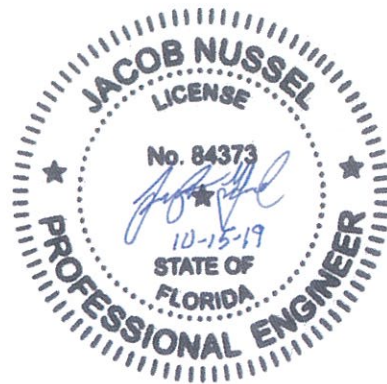
Pursuant to the Land Development Regulations of the City of Alachua, we are providing this certification to verify that the cost of construction for the Tara Village subdivision is estimated at \$631,847.90. Please see the attached detailed estimate of construction cost. Please do not hesitate to contact me with any questions.

Sincerely,

GEORGE F. YOUNG, INC.



Jacob T. Nussel, P.E.
Project Engineer



ITEM	UNIT	QUANTITY	UNIT COST	COST	TOTALS
Paving and Concrete					
2" Asphalt, 8" Lime Rock, 12" Subbase*	SY	3,152	\$ 25.00	\$ 78,800.00	
4" Concrete Sidewalk	SY	1,008	\$ 38.84	\$ 39,150.72	
6" Concrete Sidewalk	SY	491	\$ 51.42	\$ 25,247.22	
Curb Ramps*	EA	2	\$ 500.00	\$ 1,000.00	
Subtotal					\$ 144,197.94
Earthwork and Site Preparation					
Grading (Pond and Site Areas)					
Cut	CY	25,000	\$ 3.94	\$ 98,500.00	
Fill	CY	10,000	\$ 6.70	\$ 67,000.00	
Clearing/Grubbing/Demolition*	AC	10	\$ 5,000.00	\$ 50,000.00	
Erosion Control/Silt Fence	LF	2,200	\$ 1.89	\$ 4,158.00	
Ditch Blocks*	EA	6	\$ 500.00	\$ 3,000.00	
Subtotal					\$ 222,658.00
Stormwater:					
Stormwater Type "C" Structure*	EA	2	\$ 2,500.00	\$ 5,000.00	
24" Mitered End Structure*	EA	1	\$ 1,500.00	\$ 1,500.00	
24" Diameter Concrete Pipe*	LF	130	\$ 60.00	\$ 7,800.00	
Sub Total					\$ 14,300.00
Landscape and Irrigation:					
Trees (includes scrubs, groundcover, mulch)*	EA	348	\$ 125.00	\$ 43,500.00	
Subtotal					\$ 43,500.00
Site Electrical:					
Site Electric (Main Power Service)	LS	1	\$ -	\$ -	
Transformers	EA	5	\$ 1,573.38	\$ 7,866.90	
Subtotal					\$ 7,866.90
Water:					
6" PVC Waterline, Valves, and Water Risers	LF	1,000	\$ 43.55	\$ 43,550.00	
Fire Hydrant Assembly	EA	2	\$ 5,112.17	\$ 10,224.34	
Subtotal					\$ 53,774.34
Sewer:					
8" Sewer Main*	LF	1,160	\$ 30.00	\$ 34,800.00	
4" PVC Laterals with Cleanouts*	LF	880	\$ 12.00	\$ 10,560.00	
Sewer Manhole*	EA	4	\$ 2,500.00	\$ 10,000.00	
Subtotal					\$ 55,360.00
Miscellaneous:					
Traffic Signs and Striping*	LS	1	\$ 2,000.00	\$ 2,000.00	
Sodding, (for Pond, Banks & Road Side Areas)	SY	8300	\$ 2.50	\$ 20,750.00	
Mobilization*	LS	1	\$ 5,000.00	\$ 5,000.00	
Geotechnical Testing and Construction Layout*	LS	1	\$ 5,000.00	\$ 5,000.00	
Subtotal					\$ 32,750.00
Sub Total of Items					\$ 574,407.18
10% Contingency					\$ 57,440.72
Grand Total					\$ 631,847.90
Estimates are based on FDOT pay items Current 12					
Month Moving Statewide Averages (10/7/19), except items					
distinguished with an asterisk (*)					