

# ALACHUA COUNTY MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT

This Multi-Modal Transportation Mitigation Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County"), and Tara Estates LLC (hereinafter "Developer").

## WITNESSETH

WHEREAS, the applicant is the developer of an approximately 14.8 acre parcel of land identified as Tax Parcel Number(s) 04412-010-000 and 04412-011-000 and located at approximately the 13800 block of SW 8<sup>th</sup> Avenue as set forth in the legal description attached hereto as Exhibit "A" ("Property"); and

WHEREAS, the Developer has applied for final development plan approval to develop a single-family residential subdivision, to be known as Tara Estates ("Development") on the Property; and

WHEREAS, the Board of County Commissioners has established by ordinance a multimodal transportation mitigation program in Section 407.125.3, Alachua County Unified Land Development Code ("ULDC"), as required by and in a manner consistent with Section 163.3180, Florida Statutes; and

WHEREAS, the Developer has made proper application for use of multi-modal transportation mitigation to address transportation impacts in accordance with Section 407.125.3, ULDC, the Project is consistent with the Comprehensive Plan and ULDC, and the Developer has demonstrated that all conditions contained in Chapter 407, Article XII, ULDC, have been met in order for Developer and County to enter into this multi-modal transportation mitigation agreement; and

WHEREAS, the Developer has voluntarily chosen to satisfy transportation concurrency requirements through contribution of multimodal transportation mitigation consistent with the methodology found in Ordinance 11-03 adopted by the Board of County Commissioners; and

WHEREAS, the County has agreed to accept the mitigation the Developer has proposed to offset the impacts on the transportation system caused by the Developer's proposed development; and

WHEREAS, the implementation of the agreement is authorized by Chapter 163, Florida Statutes, the County's Comprehensive Plan (as amended by the Mobility Plan), and Chapter 407 Article XII, ULDC.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

**Section 17. Further Documentation.** The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments in form and substance reasonably necessary to confirm or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 18. Notices.** Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Developer at their respective addresses below:

*As to County:*

Ramon Gavarrete, P.E.  
County Engineer  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653

*And with a copy to:*

Missy Daniels, AICP  
Director, Growth Management  
10 S.W. 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

*As to Developer:*

Sayed Moukhtara, Authorized Member  
Tara Estates LLC  
7717 NW 20<sup>th</sup> Lane  
Gainesville, FL 32605

**Section 19. Construction of Agreement.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**Section 20. Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

**Section 21. Counterparts.** This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

(signatures start on next page)

DEVELOPER:

Tara Estates LLC

By 

Sayed Moukhtara, Authorized Member

Witness #1 for the Developer:

Witness #2 for the Developer:



Signature



Signature

Michael Brown

Printed Name

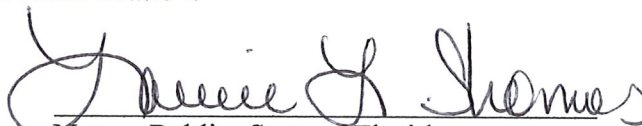
Robert Morgado

Printed Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

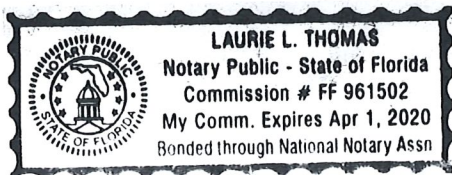
The foregoing document was acknowledged before me this 11<sup>th</sup> day of Oct, 2019, by Sayed Moukhtara as Authorized Member of Tara Estates, who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public, State of Florida

Laurie L. Thomas

Printed Name



Commission Number: FF961502

Commission expires: 4/1/2020

(signatures continued on next page)

ALACHUA COUNTY:

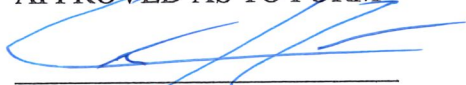
BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Charles S. Chestnut, IV, Chair

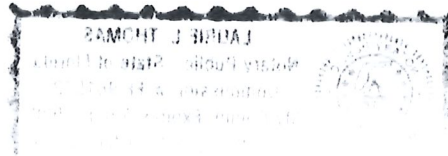
ATTEST

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
for County Attorney

(SEAL)



## **EXHIBIT "A"**

### **Legal Description**

#### **Parcel 1-**

**N 420 FT OF W 840 FT INSIDE GRANT LESS N 210 FT OF W 420 FT E OF R/W & LESS W 20 FT R/W SW 19-C OR 576/106 ALSO COM 210 FT W OF NE COR SEC POB S 420 FT W 1134.06 FT N 420 FT E 1133.76 FT POB LESS E 210 FT OF W 630 FT OF N 420 FT LESS W 30 FT FOR R/W PER OR 1673/2923) OR 3175/0290**

#### **Parcel 2-**

**N 420 FT OF E 210 FT OF N1/4 IN GRANT (LESS COM NE COR OF S1/4 OF FRAC SEC 3 S 1327.65 FT POB S 58.53 FT NWLY ALG CURVE 217.66 FT E 208.96 FT POB PER OR 4411/1602) OR 4328/0297**

