

Return to:  
Gooding & Batsel, PLLC  
Robert W. Batsel, Jr., Esquire  
1531 Southeast 36th Avenue  
Ocala, Florida 34471

Return To:  
City of Ocala  
Growth Management Department  
201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
Ocala, Florida 34471  
Attn: Development Coordinator

### DEVELOPER'S AGREEMENT

This Developer's Agreement (this "**Agreement**") is made and entered into effective as of the Effective Date by and between the CITY OF OCALA, a Florida municipal corporation ("**City**"), and MARICAMP MARKETPLACE HOLDINGS, LLC, a Florida limited liability company ( "**Developer**").

### **WITNESSETH:**

WHEREAS, Developer and AMPROP VENTURES MARICAMP, LLC, a Florida limited liability company ("AMPROP") are the owners of two contiguous parcels of real property as described on Exhibit A (collectively, the "**Property**") which are located approximately in the 3400 block of County Road 464 (i.e., Maricamp Road) and within the jurisdictional boundaries of the City.

WHEREAS, the Property constitutes all of the real property in the Subdivision.

WHEREAS, Developer has previously filed an application for the approval of a Plat of the Property named "Maricamp Marketplace", a commercial subdivision (the "**Subdivision**"), along with the Improvement Plan for the Subdivision.

WHEREAS, Developer thereafter conveyed a portion of the Property within the Subdivision to AMPROP. Developer remains responsible for the development of the Subdivision as set forth herein, while AMPROP's role is limited to owner of a portion of the Property and execution of any necessary Plat dedication.

WHEREAS, the Property is encumbered by those certain easements, agreements and instruments of record and set forth on the Plat and title opinion provided to the City in connection with the Plat.

WHEREAS, the City's Planning and Zoning Commission has previously approved the Conceptual Subdivision Plan, subject to the parties entering into this Agreement in accordance with the applicable provisions of the City's Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. INCORPORATION OF RECITALS. The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. DEFINITIONS. The following definitions shall have the following meanings for the purpose of this Agreement:

- 2.1 **“Agreement”** – shall refer to this Developer’s Agreement, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions.
- 2.2 **“Association”** – shall refer to MARICAMP MARKETPLACE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, which has been incorporated for the benefit of the Owners of Lots in the Subdivision, and which will become owner of the Private Improvements for the purposes of ownership and maintenance of the Private Improvements.
- 2.3 **“City”** – shall refer to the City of Ocala, a municipal corporation existing under the laws of the State of Florida.
- 2.4 **“City Engineer”** means that Person acting as the “city engineer” for the City.
- 2.5 **“Code”** – shall refer to the City’s Code of Ordinances, as the same may be subsequently amended, modified, or supplemented.
- 2.6 **“Common Property”** – means collectively, and will be deemed to include, all real property or interest therein, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon, all which Developer and/or the Association owns, leases, or otherwise holds possessory or use rights in intended by Developer for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. By way of illustration and not in limitation, the Common Property includes: (i) the Surface Water Management System; (ii) the Utility Improvements; (iii) entrance features, artwork and security structures and features of the Subdivision; (iv) Roadways; and (v) any other areas or improvements on or within the Subdivision which are designated by Developer as Common Property from time to time.
- 2.7 **“County”** means Marion County, a political subdivision of the State of Florida.
- 2.8 **“Declaration”** – shall refer to that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Maricamp Marketplace, together with any amendments or supplements thereto entered into from time to time relative to the Subdivision and/or the Property.
- 2.9 **“Developer”** – shall refer to MARICAMP MARKETPLACE HOLDINGS, LLC, a Florida limited liability company.
- 2.10 **“Developer Engineer”** means American Civil Engineering Co. c/o Johnny Herbert, IV, P.E.
- 2.11 **“Development Regulations”** – shall refer to the Development Regulations of the City. This definition will include any promulgated construction or design specifications of the City.
- 2.12 **“District”** – shall refer to the St. John’s River Water Management District, a public entity created under the laws of the State of Florida.

- 2.13 **“Effective Date”** – shall refer to date upon which this Agreement is recorded in the Public Records.
- 2.14 **“Governing Documents”** – shall refer to a collective term referring to the Declaration, the Articles of Incorporation, and other governing documents of the Association, as they may be amended or supplemented from time to time.
- 2.15 **“Improvement Plan”** – shall refer to that certain Improvement Plan prepared by Developer and, which depicts the construction of the Improvements and regulates the overall development of the Subdivision within the Property and governs the administrative review of site plans and other entitlements related to the Subdivision. Copies of the Improvement Plan shall be kept on record at the offices of the City Engineer, and by reference are made a part of this Agreement.
- 2.16 **“Lot”** – shall refer to any individual parcel of property designated as a “Lot” on the Plat.
- 2.17 **“Master Tract A”** means that certain Master Tract A, as depicted on the Plat, including all related improvements to Master Tract A.
- 2.18 **“Master Tract B”** means that certain Master Tract B, as depicted on the Plat, including all related improvements to Master Tract B.
- 2.19 **“Owner(s)”** – shall refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, but excluding any Person holding such fee simple title merely as security for the performance of an obligation, the Association, and any Governmental Authority and Utility Authority that have received dedications or conveyances of any Improvements.
- 2.20 **“Plans”** – collectively, shall refer to the Plat and the Improvement Plan. Copies of the Plans shall be kept on record at the offices of the City Engineer, and by reference are made a part of this Agreement.
- 2.21 **“Plat”** – shall refer to the Plat of the Subdivision recorded in the Public Records.
- 2.22 **“Private Improvements”** (or **“Improvements”**) – collectively, shall refer to the Common Property and all other improvements, including without limitation, fire hydrants, traffic control devices, sidewalks and grading and appurtenances which are depicted upon the Plans s.
- 2.23 **“Public Records”** means the place designated as the official location for recording deeds, plats, and other similar documents affecting title to the Property, including without limitation, the Official Records of the County.
- 2.24 **“Roadway(s)”** means collectively the roadways, streets, driveways, parking spaces, walkways, and all related right-of-way improvements to the Property as depicted on the Plans, including without limitation, all related improvements to connect the existing roadway on Tract B to the roadway to be constructed on Master Tract A, provided that the Roadways shall not include any roadways, streets, driveways, parking spaces, walkways, or related right-of-way improvements located within the Roadway Easement.

- 2.25     **“Roadway Easement”** – shall refer to that certain Roadway Easement, as depicted on the Plat, for the purposes stated in the Declaration.
- 2.26     **“Sewer Easement”** – shall refer to that certain private Sewer Easement, as depicted on the Plat, serving the Lots.
- 2.27     **“Surface Water Management System”** – shall refer to means any portion of real property, improvement, work, or feature such as swales, ditches, canals, flow ways, impoundments, berms, ponds, lakes, retention/detention areas, conservation areas, culverts, and pumps required or described in any permits issued by the District and any other applicable governmental agency for the management and storage of surface waters, drainage, and flood protection for the Property and adjacent areas and identified as an element or component of the Surface Water Management System by Developer at the time such is conveyed or transferred to the Association, including without limitation, a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the Land Development Regulations.
- 2.28     **“Tract”** – shall refer to any individual parcel of property designated as a *“Tract”* on the Plat, including Tract B.
- 2.29     **“Tract B”** – shall refer to that certain Tract B, as depicted on the Plat of Joiner’s Maricamp Corner, recorded in Plat Book 7, Page 141 of the Public Records, including all related improvements to Tract B.
- 2.30     **“Utility Authority”** means the City of Ocala and/or Ocala Electric Utility.
- 2.31     **“Utility Improvements”** means the entirety of the utility improvements (including drainage improvements) in conformance with the Improvement Plan.
3.     APPROVAL. The City hereby approves the Plans for the Subdivision.
4.     COVENANTS OF DEVELOPER. In addition to the other covenants and agreements of Developer set forth specifically elsewhere in this Agreement, Developer shall:
- 4.1     Construct, at Developer’s expense, all Improvements for the Subdivision according to the Plans and according to the Development Regulations, within a period of two (2) years from the Effective Date, unless otherwise provided for herein.
- 4.2     Provide the City a current title opinion acceptable to the City which attests to the Developer’s ownership of the Property and its right to enter into this Agreement. The Developer further agrees not to enter into any Agreement which would affect the validity of such title opinion until such time as this Agreement has been executed and recorded in the Public Records of Marion County, Florida.
- 4.3     Cause Developer Engineer to (a) supervise the construction of the Improvements; (b) provide the required certification of completion in *“As-Built”* drawings; (c) act on behalf of and represent the Developer in technical matters in all dealings with the City; and (d) to complete transfer of the Surface Water Management System ownership and maintenance

per the District's requirements prior to the City's acceptance of the Surface Water Management System.

- 4.4 Provide the City a full set of reproducible "*As-Built*" plans for the Improvements, certified to the City by Engineer in detail to the extent required by the City Engineer, together with actual itemized construction and engineering cost summaries for the Improvements, such itemization to be certified by Developer Engineer and submitted on a form approved by the City Engineer.
- 4.5 Obtain and abide by all terms of any and all permits which may be required by the State of Florida, the County, the District, or the City with respect to the Subdivision and the construction of the Improvements, all at no cost to the City.
- 4.6 Provide the City with complete and legally effective releases or waivers satisfactory to the City of all liens arising out of this Agreement and the labor and services performed and the materials and equipment furnished thereunder.
- 4.7 Pay all applicable fees in accordance with the Code.
- 4.8 Furnish or cause to be furnished to the City by the Developer's contractor a proof of insurance, submitted to the City Engineer, confirming the existence of a liability insurance company insurance coverage to protect the City within any dedicated rights-of-way or easements during the construction and maintenance period of this Agreement, which insurance shall satisfy all applicable insurance standards of the City.

5. COVENANTS OF CITY. The City shall:

- 5.1 Upon completion of the Improvements, the City will permit connections to the City's potable water and sewer systems with respect to the Subdivision and the Property.
- 5.2 Issue building permits for the construction of commercial buildings on Lots located in the Subdivision, and will make all customary building inspections during the construction thereof, but the City will be authorized to withhold the issuance of certificates of occupancy for building structures constructed on Lots until (a) all supporting improvements for the Lots have been constructed and approved by the City; and (b) the Plat has been recorded.

6. ASSOCIATION. Prior to the Effective Date, Developer formed the Association. Pursuant to the Declaration, the Association shall be solely responsible for the operation, maintenance, and control of all the Common Property. The Association also shall be responsible for enforcement of the Governing Documents, subject to the delegation of certain obligations and enforcement responsibilities granted to Developer. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Florida. The Association shall have a board of directors (the "**Board**") to legislate and govern the rules and orders of the Association. The Board shall have the means and authority to carry out and regulate the obligations and restrictions governing the construction, maintenance, operation, and repairs of all the Common Property. The Association shall also have the authority to: (i) require each and every Owner to maintain and service the Owner's Lot(s); (ii) enforce the Governing Documents by mandatory fines and liens upon the Lots; (iii) charge and collect assessments for maintaining and repairing the Common Property; and (iv) place a lien against Lots in order to collect unpaid assessments. Each Owner shall become a member of the Association by virtue of purchasing a Lot and shall thereby be subject to the Governing Documents and the Association's rules, covenants, and restrictions.

7. RECORDATION. The parties agree that this Agreement shall be recorded in the Public Records. Developer and the City shall concurrently record the following instruments in the Public Records: (a) the Plat; (b) the Declaration; (c) all easements related to the Property (if any), including without limitation, reciprocal easement agreements benefitting each Lot and providing legal access, cross access, parking, and drainage rights; and (d) this Agreement. Upon the recording of the Plat, Developer will be entitled to convey individual Lots and/or Tracts in the Subdivision to third parties. The Owners of any Lots will be entitled to submit building plans and site plans, procure site plan approvals, procure building plan approvals, procure construction permits, and other rights for improvements constructed on Lots in accordance with the normal approval procedures of the City as established under the City Code. No purchaser of a Lot in the Subdivision will be obligated to complete the obligations of Developer to the City under the terms of this Agreement in order to procure the issuance of a final certificate of occupancy by the City for the Owner's improvements constructed on a Lot in the Subdivision.

8. IMPROVEMENTS.

8.1 Roadways.

- 8.1.1 Construction. Developer will construct the private streets and related right-of-way improvements for the Roadways in conformance with the Improvement Plan. The Roadways constitutes the entirety of the street and right of way improvements required for the Subdivision. All traffic control devices to be constructed by Developer shall be constructed in accordance with the construction standards of the City or the Florida Department of Transportation.
- 8.1.2 Dedication. Upon Developer's completion of the Roadways, the Roadways shall be dedicated and conveyed to the Association together with all easements necessary for the Association to perpetually maintain and operate the Roadways. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Roadways, as conveyed to the Association under a deed of dedication or other recorded instrument, subject to applicable Assessments. All Roadways will be privately owned and maintained. The City will have no obligation to maintain the Roadways, which have not been dedicated to the public. Ownership, usage, repair, maintenance, and operation of the private roadway located on Roadway Tract A is subject to and controlled by the provisions of the Declaration.

8.2 Utilities.

- 8.2.1 Construction. The Improvement Plan shall constitute Developer's plan for compliance with the requirements of the Utility Authority to construct all required Utility Improvements. The Utility Improvements shall be designed and built in compliance with the Improvement Plan. The Improvement Plan may provide for phasing of the Utility Improvements in conjunction with the site development plan approval process for each Lot. No additional utility improvements are required. Changes to the Subdivision that result in administrative amendments to this Agreement will not result in additional utility requirements beyond those described in the Improvement Plan and this Agreement. Deviations from the Improvement Plan that provide materially equivalent utility service and comply with the Development Regulations may be proposed by Developer and approved by the

City Engineer without amendment of the Improvement Plan. All electric utility infrastructure and service provisions shall follow the policies and procedures in accordance with the City's Code.

- 8.2.2 Dedication. Upon Developer's completion of the Utility Improvements, the Utility Improvements shall be dedicated and conveyed to the Association together with all easements necessary for the Association to perpetually maintain and operate the Utility Improvements. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Utility Improvements, as conveyed to the Association under a deed of dedication or other recorded instrument, subject to applicable assessments under the Declaration.

8.3 Surface Water Management System.

- 8.3.1 Construction. Developer shall construct the Surface Water Management System on Master Tract A and Master Tract B in conformance with the Improvement Plan. The Surface Water Management System shall be constructed to the construction standards and Development Regulations of the City, and the regulations of the District. Developer will not be required to fence drainage retention areas located within the Subdivision.

- 8.3.2 Dedication. Upon completion of the Surface Water Management System, the Surface Water Management System, including Master Tract A and Master Tract B, shall be dedicated and conveyed to the Association together with all easements necessary for the Association to perpetually maintain and operate the Surface Water Management System, including Master Tract A and Master Tract B. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Surface Water Management System, including Master Tract A and Master Tract B, as conveyed to the Association under a deed of dedication or other recorded instrument, subject to applicable assessments under the Declaration. Notwithstanding the foregoing, any stormwater conveyance and retention systems located on a Lot for the benefit of development of that Lot shall be owned and maintained by the individual owner of said Lot, and the individual stormwater facilities shall be located pursuant to the site plans approved for the individual Lot.

- 8.3.3 Disclaimer of Responsibility. The City does not assume responsibility for the surface stormwater runoff from individual Lots to adjacent Lots or adjacent properties.

8.4 Sewer.

- 8.4.1 Construction. Developer shall construct the applicable sewer connection(s) ("**Sewer Connection**") in conformance with the Improvement Plan.

- 8.4.2 Dedication. Upon completion of the Sewer Connection, the Sewer Connection shall be dedicated and conveyed to the Association together with all easements necessary for the Association to perpetually maintain and operate the Sewer Connection. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Sewer Connection, as conveyed to the

Association under a deed of dedication or other recorded instrument, subject to applicable assessments under the Declaration.

9. OTHER DEVELOPMENT STANDARDS. Intentionally deleted.

10. DEFAULT.

10.1 Default. A party shall be in default under this Agreement if such party fails to perform or breaches any term, covenant, or condition of this Agreement and such failure or breach is not cured within thirty (30) days after receipt of written notice from the non-defaulting party specifying the nature of such failure or breach, provided, however, that if such failure or breach cannot reasonably be cured within thirty (30) days, such party shall not be in default if such party commences to cure such failure or breach within said 30-day period and diligently prosecutes such cure to completion.

10.2 Remedies Upon Default. Neither party may terminate this Agreement upon the default of the other party but shall have all of the remedies enumerated herein. Upon the occurrence of a default by a party to this Agreement not cured within the applicable cure period, Developer and the City agree that the non-defaulting party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such party to also seek monetary damages, injunctive relief, or any other relief other than termination of this Agreement. The parties specifically agree that damages are not an adequate remedy for default of this Agreement and that the parties are entitled to specific performance of all terms of this Agreement by any party in default hereof. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or in equity arising from such event of default, except where otherwise expressly provided. Nothing contained herein shall prevent Developer from exercising any other rights and remedies Developer may have at law or in equity. The provisions of this Section shall survive the expiration of this Agreement.

11. GENERAL PROVISIONS. The following General Provisions shall apply to this Agreement:

11.1 Notices. Any notices required or permitted hereunder, and all demands and requests given or required to be given by any party hereto to another party, shall be in writing unless otherwise provided herein and shall be deemed given when received, if personally delivered or sent by telex, telegram, or electronic transmission, or if sent by Federal Express (which term shall be deemed to include within it any other nationally recognized reputable firm or overnight couriers) or if mailed, if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt. Such notices shall be given to the parties at the following addresses in the following manner:

Developer's Address.

Maricamp Marketplace Holdings, LLC  
Attention: Adam Ramsay  
603 East Fort King Street  
Ocala, Florida 34471  
(386) 527-6729



adam@workspace-collective.com

With Copy to:

Scott Winch, Esquire  
King Hux, LLC  
swinch@kinghux.com

With Copy to:

Gooding & Batsel, PLLC  
Attention: Robert W. Batsel, Jr., Esquire  
1531 Southeast 36th Avenue  
Ocala, Florida 34471

City's Address.

City of Ocala  
Attn: City Manager  
110 SE Watula Avenue  
Ocala, Florida 34471

With copy to

City of Ocala  
City Engineer's Office  
1805 NE 30<sup>th</sup> Avenue, Building 600  
Ocala, FL 34470

Any party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to all other parties executing this Agreement, in the manner provided herein.

- 11.2 Headings. The heading contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of this Agreement.
- 11.3 Litigation. With respect to any litigation arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this Agreement, then the non-prevailing party shall pay all reasonable costs incurred by the prevailing party, including reasonable attorneys' fees, suit costs and expenses, which attorneys' fees, suit costs and expenses shall include all such fees, costs and expenses incurred with respect to any trial level activities, bankruptcy proceedings, appellate proceedings, or post-judgment proceeding related thereto.
- 11.4 Assignment. Any and/or all of the rights, powers, obligations, easements and estates ("**Rights and Obligations**") reserved by or granted to Developer hereunder may be assigned by Developer. Any such assignments shall be in writing, recorded in the Public Records, and joined in by the assignee for purposes of evidencing assignee's acceptance of the Rights and Obligations so assigned. After any such assignment by Developer, Developer shall be relieved and released of all Rights and Obligations so assigned.

- 11.5 Binding Effect. The obligations imposed pursuant to this Agreement upon Developer and upon the Property shall run with and bind the Property as covenants running with the land applicable to the Property, the Lots, and any portion thereof. This Agreement shall inure to the benefit of the parties hereto and shall be binding upon any Person that may become a subsequent owner, successor in interest, or assign, directly or indirectly, of the Property, the Lot(s), or any portion thereof. Nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any Person except as expressly set forth herein. This Agreement shall constitute a covenant by the City and Developer, the terms and conditions of which shall run with the land, include a date at which time the work will be completed in full compliance with conditions of the Plat conditions, and be binding upon all successors in interest to the developer-owner.
- 11.6 Severability. In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 11.7 Survival. All representations and warranties contained herein are made in writing by the parties in connection herewith and shall survive the execution and delivery of this Agreement. All terms, conditions, and provisions herein and all obligations of the City and Developer pursuant to this Agreement which are to be performed or apply to circumstances subsequent to the Term, and any indemnity contained herein, shall survive the Term pursuant to or by reason of this Agreement. This Section is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.
- 11.8 Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, such part, term, or provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remaining parts, terms, and provisions of this Agreement shall not be affected or impaired and the remainder of this Agreement shall be construed to be in full force and effect.
- 11.9 Force Majeure. The City and Developer shall not be required to perform any obligation under this Agreement or be liable to each other for damages, including third-party costs or expenses so long as performance or non-performance of the obligation is delayed, caused, or prevented by Force Majeure. "Force Majeure" shall mean (a) hurricanes, tornados, landslides, floods, fires, acts of God, pandemics, or unusually inclement weather; (b) wars, insurrections, or acts of terrorism; or (c) building moratorium, or unusual or uncontrollable delays in governmental approvals. Except as otherwise expressly provided herein, all time periods, will be extended for the period that the Force Majeure prevents performance under this Agreement.
- 11.10 Successors and Assigns. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 11.11 Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 11.12 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement. The parties may execute counterparts of this Agreement

transmitted by electronic mail in PDF format, and accordingly agree and intend that an electronic signature delivered by electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

- 11.13 Waiver. Either party reserves the right to waive in whole or part any provision which is for such party's benefit. No such waiver shall be effective unless it is in writing. Any waiver shall be limited to the matter specified in the writing. No waiver shall be considered a waiver of any other or subsequent default and no delay or omission in exercising the rights and powers granted herein shall be construed as a waiver of such rights and powers.
- 11.14 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
- 11.15 City Code. No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City as of the Effective Date.
- 11.16 Exercise of Rights. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.
- 11.17 Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto, and all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

*[Signatures on following page]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Effective Date.

AS TO CITY:

APPROVED AS TO FORM AND  
LEGALITY:

CITY OF OCALA, A FLORIDA MUNICIPAL  
CORPORATION

\_\_\_\_\_  
William E. Sexton  
City Attorney

By: \_\_\_\_\_  
Kristen M. Dreyer  
City Council President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Angel B. Jacobs, City Clerk

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Kristen M. Dreyer, as President of Ocala  
City Council, on behalf of the City of Ocala, a Florida municipal corporation.

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

Name: \_\_\_\_\_  
(Please print or type)

Commission Number:  
Commission Expires:

Signed and delivered in our  
presence as witnesses:

Witness #1:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness #2:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Adam Ramsay, as manager of  
Maricamp Marketplace Holdings, LLC, a Florida limited liability company, who is:

Notary: Check one of the following:

☐ Personally known      OR      ☐ Produced Identification (if this box is checked, fill in  
blank below).

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

Name: \_\_\_\_\_  
(Please print or type)

Commission Number:  
Commission Expires:

Type of Identification Produced: \_\_\_\_\_

Signed and delivered in our  
presence as witnesses:

AS TO DEVELOPER:

AMPROP VENTURES MARICAMP, LLC, a Florida  
limited liability company

Witness #1:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness #2:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_  
online notarization, this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_,  
as \_\_\_\_\_ of AmProp Ventures Maricamp, LLC, a Florida limited liability company, who is:

Notary: Check one of the following:

☐ Personally known      OR      ☐ Produced Identification (if this box is checked, fill in  
blank below).

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

Name: \_\_\_\_\_  
(Please print or type)

Commission Number:  
Commission Expires:

Type of Identification Produced: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 22 EAST, CITY OF OCALA, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHERLY MOST CORNER OF LOT 1, JOINER'S MARICAMP CORNER, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "7", PAGE 141, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN S. 34° 44' 10" W., ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1, 69.00 FEET TO THE SOUTHEASTERLY CORNER OF TRACT "A" OF SAID JOINER'S MARICAMP CORNER SUBDIVISION AND THE POINT OF BEGINNING; THENCE RUN S. 34° 44' 08" W., ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1 AND THE WESTERLY BOUNDARY LINE OF TRACT "B" OF SAID JOINER'S MARICAMP CORNER SUBDIVISION, 350.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD TRACKS (120 FOOT RIGHT OF WAY); THENCE RUN N. 59° 51' 37" W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, 624.34 FEET; THENCE RUN N. 00° 06' 43" E., 570.25 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.464 (200 FOOT RIGHT OF WAY); THENCE RUN S. 55° 15' 50" E., ALONG SAID SOUTHWESTERLY RIGHT OF WAY, 583.30 FEET TO THE NORTHERLY MOST CORNER OF SAID TRACT "A"; THENCE RUN S. 34° 44' 10" W., 69.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "A"; THENCE RUN S. 55° 15' 50" E., 363.04 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 22 EAST, CITY OF OCALA, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHERLY MOST CORNER OF LOT 1, JOINER'S MARICAMP CORNER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "7", PAGE 141, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN S. 34° 44' 10" W., ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1, 69.00 FEET TO THE SOUTHEASTERLY CORNER OF TRACT "A" OF SAID JOINER'S MARICAMP CORNER SUBDIVISION AND THE POINT OF BEGINNING; THENCE RUN S. 34° 44' 08" W., ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1, 202.31 FEET; THENCE RUN N. 61° 07' 41" W., 141.16 FEET; THENCE RUN N. 34° 44' 08" E., 216.74 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID TRACT "A"; THENCE RUN S. 55° 15' 50" E., 140.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TRACT "B", JOINER'S MARICAMP CORNER, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 141, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.