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City of Ocala

84-003705

OR.  
BOOK 1199 PAGE 0589

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this 17th day of January, 1984, by and between **PADDOCK PARK DEVELOPMENT, INC.**, a Florida corporation, hereinafter called "DEVELOPER", and the **CITY OF OCALA**, a municipal corporation, under the laws of the State of Florida, hereinafter called the "CITY".

W I T N E S S E T H ;

WHEREAS, DEVELOPER has heretofore filed an application for the conditional approval of preliminary plat and plans for **PADDOCK PARK COMMERCIAL CENTER**, a multi-use commercial subdivision, situated on real property described in Exhibit "A", attached hereto and by reference made a part hereof and hereinafter called the "SUBDIVISION"; and

WHEREAS, conditional acceptance of the preliminary plat and construction plans has been recommended by the Planning and Zoning Commission; and

WHEREAS, DEVELOPER has submitted to the CITY the final plat and plans for the construction of street, water distribution lines, sanitary sewer lines, storm drainage, grading and appurtenances, hereinafter called "IMPROVEMENTS", within the proposed SUBDIVISION in accordance with Section 17A-24 of the Code of Ordinances, City of Ocala, Florida;

WHEREAS, the Planning and Zoning Commission has approved the final plat and plans subject to the parties hereto entering into a DEVELOPER'S AGREEMENT, as required by Section 17A-24(5), Code of Ordinances, City of Ocala, Florida.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. The CITY hereby approves the final plat and plans for the SUBDIVISION submitted by DEVELOPER, copy of which is attached hereto as Exhibit "B" and by reference made a part hereof.

2. The DEVELOPER hereby covenants and agrees:

- A. That it will comply with all the requirements of Chapter 17A, Code of Subdivision Regulations, of the Code of Ordinances, City of Ocala, Florida.
- B. That it will construct at his own expense all IMPROVEMENTS within Phase "1" of the SUBDIVISION according to the plans attached hereto as Exhibit "B" in accordance with the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, dated 1982 and applicable City Standards within a period of one (1) year from date of this agreement unless otherwise provided herein, provided that additional time may be mutually agreed upon in the event of delays due to acts of God, strike, or circumstances not controlled by DEVELOPER. The Improvements within the Subdivision identified as the Phase "2" construction on Exhibit "B" shall be completed by the developer prior to the time any Certificate of Occupancy is issued by the City on any buildings constructed on property which is contiguous to the Subdivision, if the access to such buildings is from the roads constructed in Phase "1" as determined by the City.
- C. That all such IMPROVEMENTS shall be continually maintained by DEVELOPER for a period of one (1) year after completion and acceptance by the CITY; such acceptance being subject to review and revocation by the City Engineer at any time within said maintenance period upon notification in writing to the DEVELOPER of any defects found in materials or workmanship pertaining to the IMPROVEMENTS; with the effect of said revocation being that the DEVELOPER'S liability with regard to those defects cited by the City Engineer will be extended for a period of one (1) year, which period

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commences upon acceptance by the City Engineer, in writing, of the correction of said defect(s). The DEVELOPER further agrees to repair any and all defects reported within ten (10) calendar days after receipt of written notification from the City Engineer.

- D. That all such IMPROVEMENTS installed within the dedicated public right-of-way, storm drainage areas, or utility easements, as shown on the plat and plans attached hereto as Exhibit "B", shall be the property of the CITY, subject to the aforesaid agreement of the DEVELOPER to maintain and repair the same during the period of one (1) year after completion and acceptance by the CITY.
- E. DEVELOPER may install sprinkler systems and landscaping, hereinafter called "SUPPLEMENTARY IMPROVEMENTS" in the dedicated rights-of-way or storm drainage areas, provided plans have been submitted by DEVELOPER for said installation and the prior written approval of CITY obtained to install said SUPPLEMENTARY IMPROVEMENTS. It shall be the DEVELOPER'S sole responsibility to maintain and operate the SUPPLEMENTARY IMPROVEMENTS. CITY shall have no responsibility with regard to the maintenance or installation of the SUPPLEMENTARY IMPROVEMENTS. The responsibility of DEVELOPER hereunder may be transferred at DEVELOPER'S option to a property owners' association; provided the property owners' association is made directly responsible to the City and expressly assumes the obligation of the Developer to the City under this agreement.
- F. To submit one (1) set of reproducible "As-built" plans for the IMPROVEMENTS, certified by DEVELOPER'S engineer and detailed to the extent required by the City Engineer, together with actual

itemized construction and engineering costs for the IMPROVEMENTS, said itemization to be certified by DEVELOPER'S engineer and submitted on a form approved by the City Engineer.

- G. That it will grant the City a perpetual easement for underground installation only for sanitary sewer lines, electric, gas, cable television, and telephone lines upon approval of the final plat and construction plans by the City Council.
- H. That the DEVELOPER, DEVELOPER'S contractor, subcontractors, or anyone for whose acts the DEVELOPER, DEVELOPER'S contractor or subcontractors may be liable or responsible shall comply with all applicable local, state and federal laws, ordinances, and safety rules and regulations pertaining to the work performed. In the event the DEVELOPER, DEVELOPER'S contractor, subcontractors, or anyone for whose acts the DEVELOPER, DEVELOPER'S contractor or subcontractors may be liable or responsible fails to comply with said applicable laws, ordinances, or safety rules and regulations, and such failure to comply 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, through the office of the City Engineer, has the right to stop work at the site until appropriate corrective measures are taken. The right herein retained by the CITY to stop work as aforesaid shall not shift to the CITY the duty imposed by law or by contract upon the DEVELOPER, DEVELOPER'S contractor, subcontractors, or anyone for whose acts the DEVELOPER, DEVELOPER'S contractor or subcontractors may be liable or responsible, to supervise and inspect the job site and to secure compliance with all applicable laws, ordinances and

safety rules and regulations; and the failure of the CITY to exercise the right herein retained shall not relieve the DEVELOPER, DEVELOPER'S contractor, subcontractors or anyone for whose acts the DEVELOPER, DEVELOPER'S contractor or subcontractors may be liable or responsible, from the duty of properly supervising and inspecting all job sites and work in progress and of complying with all applicable laws, ordinances and safety rules and regulations. The City of Ocala, its officers, agents, employees, or anyone directly or indirectly employed by said CITY, shall be indemnified and held harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from a loss in the 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 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 contractor, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts the DEVELOPER, DEVELOPER'S contractor 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 the indemnification clause contained herein by employment of independent contractors or subcontractors or other entities. The DEVELOPER shall remain personally liable to the CITY notwithstanding any attempt by the DEVELOPER to pass

any responsibility stated herein to its contractor, subcontractors, or other agent or employee at all times during the existence of this agreement, for the performance of the terms of this agreement, and this numbered paragraph shall be incorporated in and made a part of any contract or subcontract entered into by the DEVELOPER in connection with this agreement.

- G. To provide the CITY with a current title opinion acceptable to the CITY which attests to the DEVELOPER'S ownership of the SUBDIVISION and its right to enter into this agreement. The DEVELOPER further agrees not to enter into any agreement which would affect the validity of the aforementioned title opinion until such time as this agreement has been executed and recorded by the CITY.
- H. To retain a professional engineer registered in the State of Florida to , 1) supervise the construction of the IMPROVEMENTS , 2) provide the required certification of completion, 3) provide the required certification of itemized construction and engineering costs, 4) provide the required "As-built" drawings and certification thereof, and 5) act on behalf of and represent the DEVELOPER on technical matters. The DEVELOPER further agrees to provide written documentation in a form acceptable to the City Engineer attesting to its compliance with the requirements of this paragraph.
- I. That it will obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County and the City of Ocala, all at no cost to the CITY.
- J. That it will 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 material and equipment furnished thereunder.

K. It will pay all costs of recording this agreement.

L. That the CITY may withhold building permits in the SUBDIVISION if such action is deemed necessary by the CITY to secure the DEVELOPER'S compliance with the terms of this agreement.

3. The IMPROVEMENTS and the maintenance thereof by the DEVELOPER shall be deemed accepted by the CITY unless the DEVELOPER is notified in writing prior to the twelve (12) months after DEVELOPER'S engineer furnishes to the City Engineer, a written certification of substantial completion of the IMPROVEMENTS and the IMPROVEMENTS have received final approval by City Council, as provided in Section 17A-24(6) of the Code of Ordinances, City of Ocala, Florida.

4. The CITY covenants and agrees:

A. That upon completion of the IMPROVEMENTS and upon approval of the SUBDIVISION by the City Council, all in accordance with the provisions of this agreement, the CITY will permit connections to the CITY water lines, and sanitary sewer lines.

B. That upon completion of the IMPROVEMENTS and after maintenance for a period of one (1) year by the DEVELOPER and subject to the provisions herein, it will accept and maintain the IMPROVEMENTS.

5. It is acknowledged by the CITY that the plans for the construction of the IMPROVEMENTS within the SUBDIVISION have been examined by the City Engineer and the appropriate CITY departments and that no changes or alterations will be required that would delay the DEVELOPER or involve additional expense on the part of the DEVELOPER.

6. Nothing in this agreement shall supersede or take precedence over any existing ordinances, regulations or codes of the CITY.

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7. The DEVELOPER shall furnish or cause its contractor to furnish Proof of Insurance to the City Engineer to protect the CITY within the dedicated rights-of-way and easements during the construction and maintenance period of this agreement. The insurance shall meet the CITY'S standards.
8. In the event the DEVELOPER shall default in the performance of or fail or refuse to perform any obligation required by the terms of this agreement and the CITY is required to take action to enforce the terms of the agreement to be performed by the DEVELOPER, the CITY shall be entitled to recover all damages, costs and legal expenses incurred or suffered by the CITY, including a reasonable attorney's fee by reason of the said default or refusal or failure to perform by the DEVELOPER.
9. This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.
10. Other terms and conditions to which the CITY and the DEVELOPER mutually agree:
- A. DEVELOPER agrees to pay up to 100% of all costs including design, labor, equipment and materials for the installation of traffic signalization at the intersection of S.W. 34th Avenue and SR 200, when warranted as determined by the City, utilizing standard Florida Department of Transportation guidelines for signalization. The obligation of the DEVELOPER to pay 100% of the cost for this signalization may be reduced as determined by the CITY if other developments occur prior to the signalization being warranted and which create sufficient traffic to significantly contribute towards the warrant of signalization at the intersection of S.W. 34th Avenue and SR 200. The CITY will proportion the cost between the various

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developments should the latter situation occur. The DEVELOPER further agrees to pay its estimated share of the cost of signalization to the City, and as determined by the CITY, prior to installation of the traffic signalization equipment and within thirty (30) days after receipt of notice from the City. After completion of the work the City shall determine the actual costs of the work and shall either invoice or refund the DEVELOPER the difference between the estimated and actual amounts of its share.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

Signed in our presence as witnesses:

*Dorothy Glazer*

*Charlotte Klimontoff*  
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PADDOCK PARK DEVELOPMENT, INC.

*Noah H. Long*  
Noah H. Long, President

*Margaret Palmer*  
Margaret Palmer,  
Assistant Secretary

STATE OF Florida  
COUNTY OF Marion

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Noah H. Long & Margaret Palmer to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, A.D., 1983.

*Dorothy Glazer*  
NOTARY PUBLIC-State of Florida  
Commission Expires Sept. 5, 1986  
My Commission Expires Sept. 5, 1986  
CITY OF OCALA, FLORIDA

*Greg S. Clark*  
Greg S. Clark,  
City Council President.

(S E A L)

Attest *Mary Jane Milam*  
Mary Jane Milam  
City Clerk

STATE OF Florida  
COUNTY OF Marion

CONTINUED....

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Greg S. Clark and Mary Jane Milam to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.  
WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, A.D., 1984.

*Deborah C. Biellok*  
NOTARY PUBLIC-State of  
Commission Expires: April 2, 1987

Approved as to form and legality:  
*Seymour H. Rowland, Jr.*  
Seymour H. Rowland, Jr.  
City Attorney

RECORDED AND RECORDED  
JAN 25 9 37 AM '84  
CLERK CIRCUIT COURT  
MARION COUNTY, ILL.  
*Janey Harris*

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DECEMBER 21, 1983

PADDOCK PARK DEVELOPMENT, INC.

PADDOCK PARK COMMERCIAL CENTER

"EXHIBIT A"

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 26, S.01°47'06"W. 738.00 FEET; THENCE N.88°12'54"W. 33.00 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF SHADY ROAD (COUNTY ROAD 475-A); THENCE N.88°12'45"W. 443.80 FEET; THENCE S.43°19'10"W. 612.06 FEET; THENCE N.46°40'50"W. 510.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200 (200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY S.43°19'10"W. 1800.28 FEET TO A CONCRETE MONUMENT BEING THE MOST WESTERLY CORNER OF THE EDWARD J. DEBARTOLO PROPERTY, THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY S.43°19'10"W. 479.62 FEET TO THE MOST WESTERLY CORNER OF THE MID-STATE FEDERAL SAVINGS & LOAN PROPERTY FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S.43°19'10"W. 1157.65 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE S.01°53'02"W. 1828.90 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION; THENCE S.88°02'57"E. 888.01 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°02'57"E. 61.99 FEET; THENCE N.01°57'03"E. 679.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 315.00 FEET AND TO WHICH POINT A RADIAL BEARS S.13°37'03"W.; THENCE NORTHWESTERLY AND NORTHERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.36°39'18"W. 402.66 FEET TO THE POINT OF TANGENCY; THENCE N.03°04'22"E. 130.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 785.00 FEET; THENCE NORTHERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.11°38'14"E. 233.81 FEET TO THE POINT OF TANGENCY; THENCE N.20°12'07"E. 112.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 765.00 FEET; THENCE NORTHERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.12°31'15"E. 204.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.47°01'24"E. 67.15 FEET TO THE POINT OF TANGENCY; THENCE N.89°12'24"E. 22.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 690.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.65°17'47"E. 559.33 FEET TO THE POINT OF TANGENCY; THENCE N.41°23'09"E. 407.46 FEET; THENCE N.44°47'28"E. 89.16 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID EDWARD J. DEBARTOLO PROPERTY; THENCE S.55°23'09"W. ALONG SAID SOUTHERLY LINE A DISTANCE OF 61.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID EDWARD J. DEBARTOLO PROPERTY; THENCE N.48°36'51"W. ALONG THE WESTERLY LINE OF SAID EDWARD J. DEBARTOLO PROPERTY A DISTANCE OF 122.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1328.72 FEET; THENCE NORTHWESTERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.43°21'51"W. 243.16 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 940.34 FEET; THENCE NORTHWESTERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.27°11'51"W. 356.17 FEET TO THE MOST EASTERLY CORNER OF SAID MID-STATE FEDERAL SAVINGS AND LOAN PROPERTY; THENCE S.43°19'10"W. ALONG THE SOUTHEASTERLY BOUNDARY OF SAID MID-STATE PROPERTY A DISTANCE OF 199.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH SAID CURVE A CHORD AND BEARING AND DISTANCE OF S.64°49'10"W. 87.96 FEET; THENCE S.86°19'10"W. 194.90 FEET TO THE WESTERLY BOUNDARY OF SAID MID-STATE PROPERTY; THENCE N.46°40'50"W. ALONG THE WESTERLY BOUNDARY OF SAID MID-STATE PROPERTY A DISTANCE OF 60.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 57.43 ACRES MORE OR LESS.

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