

25.00  
City of Ocala

SECOND AMENDMENT  
TO  
DEVELOPER'S AGREEMENT FOR  
PADDOCK PARK COMMERCIAL CENTER  
CITY OF OCALA, FLORIDA  
AND  
PADDOCK PARK DEVELOPMENT, INC.

THIS AMENDMENT, made this 2<sup>nd</sup> day of July, 1985, to that certain Developer's Agreement dated January 17, 1984, and recorded in Official Records Book 1199, pages 0589 through 0599, of the public records of Marion County, Florida, as amended on May 15, 1984, by and between Paddock Park Development, Inc., a Florida corporation hereinafter called the "DEVELOPER", and the City of Ocala, a municipal coporation under the laws of the State of Florida, hereinafter called the "CITY".

W I T N E S S E T H:

WHEREAS, on January 17, 1984, the parties hereto entered into a Developer's Agreement covering the development of a portion of certain property owned by the DEVELOPER as more particularly described and detailed on Exhibit "A" of said agreement; and

WHEREAS, Developer has submitted an Application for Development Approval of a Development of Regional Impact covering additional property contiguous to the property covered by the Developer's Agreement and the CITY has approved such application by issuing a Development Order and entering into an Agreement with the Development to implement the Development Order dated January 15, 1985; and

WHEREAS, the DEVELOPER has heretofore filed an application for conditional approval of the preliminary plat and plans for

RECORDED AND RECORD  
VERIFIED  
MARION COUNTY Y.FL

1985 JUL -8 AM 8:24

Francis E. Shippin

BY ESJ DC  
85-035939

Phase 3, Phase 4 and Phase 5 of the "SUBDIVISION"; situated on real property described on Exhibit "A-1", attached hereto and by reference made a part hereof.

WHEREAS, the parties have mutually agreed that it is both necessary and desirable to amend said Developer's Agreement as hereinafter provided;

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. Except as otherwise herein amended, the Developer's Agreement heretofore entered into a January 17, 1984, as amended, shall in all other aspects remain in full force and effect.
2. Section 1. of the aforesaid Developer's Agreement is hereby deleted and replaced as follows:

The CITY hereby approves the final plat and plans for the SUBDIVISION submitted by DEVELOPER, copy of which is attached hereto as Exhibit "B" for Phases 1 and 2 and Exhibit "C" for Phases 3, Phase 4 and Phase 5 and by reference made a part hereof.

3. Section 2. Paragraph B. of the aforesaid Developer's Agreement is hereby deleted and replaced as follows:

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 the 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. The Improvements within the SUBDIVISION identified as Phase 3, Phase 4 and Phase 5 according to the plans attached hereto as Exhibit "C" shall be completed by the DEVELOPER prior to the time any Certificate of Occupancy is issued by the CITY on any buildings constructed on the property and served by said Phase 3, Phase 4 or Phase 5 IMPROVEMENTS.

4. Section 2. Paragraph D. of the aforesaid Developer's Agreement hereby deleted and replaced as follows:

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" and Exhibit "C", 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.

5. Section 4. Paragraph A. of the aforesaid agreement is hereby deleted and replaced as follows:

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 in Phase "1", and will permit connections to the City water lines and sanitary sewer lines in Phase "3", Phase "4" and Phase "5" only upon the approval of the necessary Department of Environmental Regulation permit for the property to be served by the City water and sanitary sewer lines.

6. The Developer covenants and agrees that it will perpetually own and maintain the sanitary sewer main between Manholes No. 1 and No. 2 including Manhole No. 1 in accordance with Exhibit "B". This sanitary sewer main serves Lots 7 and 8 of Block B of the SUBDIVISION.

Signed in our presence as witnesses:

Julia Davis  
Barthyl Stange

(S E A L)

PADDOCK PARK DEVELOPMENT, INC.

By: Noah H. Long, Jr.  
Noah H. Long, Jr.  
President

Attest: Margaret Palmer  
Margaret Palmer  
Asst. 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, Jr. & Margaret Palmer to me known to be the persons 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 20th day of March, A.D., 1985.

Barthyl Stange  
NOTARY PUBLIC-State of

Commission Expires:

Notary Public, State of Florida

My Commission Expires Sept. 6, 1986

Bonded thru Troy Fain - Insurance, Inc.

CITY OF OCALA, FLORIDA

By: Gerald K. Ergle  
Gerald K. Ergle  
City Council President

Attest: Mary Jane Milam  
Mary Jane Milam  
City Clerk

(S E A L)

Approved as to form and legality:

Seymour H. Rowland, Jr.  
Seymour H. Rowland, City Attorney

EXHIBIT "A"  
 SECOND AMENDMENT TO  
 PADDOCK PARK COMMERCIAL CENTER  
 DEVELOPER'S AGREEMENT

ALL THAT TRACT OF LAND LYING IN AND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE S.0 1°47'06"W. ALONG THE EAST BOUNDARY OF SAID SECTION 26, 2882.13 FEET; THENCE N.8 8°12'54"W. 33.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 27TH AVENUE (SHADY ROAD-COUNTY ROAD NO. 475-A, 66 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT, THENCE S.0 1°47'06"W. ALONG SAID WESTERLY RIGHT-OF-WAY, 2391.91 FEET TO A POINT LYING ON THE SOUTH BOUNDARY OF SAID SECTION 26 SAID POINT BEARS N.8 8°02'57"W. 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE CONTINUE S.0 1°47'06"W. ALONG SAID WESTERLY RIGHT-OF-WAY 831.20 FEET; THENCE S.0 2°21'53"W. 460.44 FEET TO A POINT, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID S.W. 42ND STREET (COUNTY ROAD NO. 475-C, 60 FOOT RIGHT-OF-WAY), THENCE N.8 8°02'18"W. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. 42ND STREET, 2332.73 FEET (SAID LINE ALSO LIES 30.00 FEET NORTH OF AND PARALLEL TO A PORTION OF THE SOUTH LINES OF LOTS 16 AND 17, WALDO PLACE SUBDIVISION, AS RECORDED IN PLAT BOOK E, PAGE 31, PUBLIC RECORDS OF MARION COUNTY, FLORIDA); THENCE DEPARTING FROM SAID RIGHT-OF-WAY N.0 2°04'44"E. 495.00 FEET; THENCE N.8 8°02'18"W. 85.16 FEET (SAID LAST TWO CALLS BEING THE EASTERLY AND NORTHERLY LINES RESPECTIVELY OF THE FOLLOWING PROPERTY DESCRIPTION: THE SOUTH 525.00 FEET OF THE EAST 85.16 FEET OF WEST 296.16 FEET OF SAID LOT 17); THENCE N.0 2°04'43"E. 2.35 FEET; THENCE N.8 8°00'29"W. 210.00 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 17 SAID POINT ALSO LYING ON THE WEST BOUNDARY OF THE NE 1/4 OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 21 EAST (SAID LAST TWO CALLS BEING A PORTION OF THE EAST LINE AND THE NORTH LINE OF THE FOLLOWING PROPERTY DESCRIPTION: THE WEST 210 FEET OF THE SOUTH OF 1/2 OF SAID LOT 17, BUT EXCLUDING THE NORTH 135.00 FEET OF THE WEST 210 FEET OF THE SW 1/4 OF SAID LOT 17); THENCE N.0 2°04'44"E. ALONG THE WEST BOUNDARY OF THE NE 1/4 OF SAID SECTION 35, 797.46 FEET TO A POINT LYING ON THE SOUTH BOUNDARY OF THE AFO REMENTIONED SECTION 26, SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SECTION 35 AND SAID POINT LYING ON THE SOUTHERN BOUNDARY OF PADDOCK PARK COMMERCIAL CENTER AS RECORDED IN PLAT BOOK W, PAGES 55 THRU 58, PUBLIC RECORDS OF MARION COUNTY, FLORIDA. THE FOLLOWING CALLS ARE ALONG SAID PLAT OF PADDOCK PARK COMMERCIAL CENTER: THENCE S.8 8°02'57"E. 61.99 FEET; THENCE N.0 1°57'03"E. 679.61 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. 34TH AVENUE (90 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NOR THEASTERLY AND HAVING A RADIUS OF 315.00 FEET; THENCE NOR THWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.3 6°39'18"W. 401.66 FEET; THENCE N.0 3°04'22"E. 130.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 785.00 FEET; THENCE NORTHERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.1 1°38'14"E. 233.81 FEET; THENCE N.2 0°12'07"E. 112.72 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 765.00 FEET; THENCE NORTHERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.1 2°31'15"E. 204.50 FEET TO THE POINT OF REVERSE CURVATURE OF TO A CIRCULAR CURVE CONCAVE SOU THEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NOR THEASTERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.4 7°01'24"E. 67.15 FEET; THENCE DEPARTING THE RIGHT-OF-WAY LINE OF S.W. 34TH AVENUE THE FOLLOWING CALLS ALONG THE SOU THEASTERLY RIGHT-OF-WAY LINE OF S.W. 31ST ROAD; THENCE N.8 9°12'25"E. 22.78 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTH-NOR THWESTERLY HAVING A RADIUS OF 690.00 FEET; THENCE NOR THEASTERLY ALONG AND WITH SAID CURVE A CHORD BEARING AND DISTANCE OF N.6 5°17'47"E. 559.33 FEET; THENCE N.4 1°23'09"E. 407.46 FEET; THENCE N.4 4°47'28"E. 89.16 FEET; THENCE DEPARTING FROM SAID PLAT OF PADDOCK PARK COMMERCIAL CENTER AND SAID RIGHT-OF-WAY OF S.W. 31ST ROAD N.5 5°23'09"E. ALONG THE SOUTH BOUNDARY OF THE EDWARD J. DEBARTOLO PROPERTY 287.36 FEET, THENCE CONTINUING ALONG SAID EDWARD J. PROPERTY S.8 3°27'54"E. 1578.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 214.82 ACRES MORE OR LESS.

BK1291 PG1225

**EXHIBIT "B"  
SECOND AMENDMENT TO  
PADDOCK PARK COMMERCIAL CENTER  
DEVELOPER'S AGREEMENT**

Approved plans are on  
file in the office  
of the City Engineer  
Ocala, Florida.