

29.00
City of Ocala

BOOK 1247 PAGE 0657

**DEVELOPER'S AGREEMENT
WATER EXTENSION**

Handwritten signature

OCT 27 9 37 AM

84-053866

THIS AGREEMENT, made this 23rd of October, 1984, By and between **SPANISH OAKS PARTNERS**, a Pennsylvania Limited Partnership, 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, the DEVELOPER is the owner of **SPANISH OAKS MOBILE HOME VILLAGE**, hereinafter called the "DEVELOPMENT", which is located at 3150 N.E. 36th Avenue, on property being more specifically described in Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, DEVELOPER has filed an application with the CITY for CITY water service to be provided in accordance with the terms and conditions established by Resolution No. 84-29 and it is necessary for the CITY to extend existing lines in order to provide such service; and

WHEREAS, DEVELOPER has indicated a willingness to participate in the total cost of the necessary extension under the terms and conditions as herein provided; and

WHEREAS, it is deemed to be in the interest of the public health, safety and welfare for the CITY to make such extensions; and

WHEREAS, Resolution No. 84-29 requires the execution of an agreement between the CITY and any applicant for CITY water service under the terms of said Resolution; and

WHEREAS, on February 21, 1984, the City Council of the City of Ocala, Florida, in regular session approved the construction of the necessary extension, said approval being granted subject to annexation of the DEVELOPMENT and the DEVELOPER entering into this DEVELOPER'S AGREEMENT; and

WHEREAS, to provide the required water service it is necessary to extend a 16" water main on N.E. 36th Avenue from the present terminus of the water main to a point near the southeast

1247PAGE 0658

corner of the DEVELOPMENT;

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. No provisions of Section 17A-20, Required Improvements: Sewer and Water, of the Code of Ordinances, City of Ocala, Florida, shall be added to, deleted from, modified or altered in any way as a result of this AGREEMENT.
2. Nothing in this AGREEMENT shall supersede or take precedence over any existing ordinances, regulations or codes of the City of Ocala.
3. The DEVELOPER hereby covenants and agrees:
 - A. To petition the CITY for voluntary annexation of the DEVELOPMENT immediately after execution of this AGREEMENT by the CITY but in any event before the construction of the extension is authorized by the CITY.
 - B. To pay the entire actual construction cost of the water main extension.
 - C. To pay the entire estimated construction cost of the water main extension as shown by Exhibit A, said Exhibit "A" being attached hereto and by reference made part hereof, and to make said payment at the time the DEVELOPER executes this AGREEMENT.
 - D. To pay the CITY the remaining amount owed by the DEVELOPER within ten (10) calendar days of receipt of the CITY invoice for said amount in the event the DEVELOPER's share of the final construction cost of the extension as determined and certified by the City Engineer exceeds the estimated construction cost as shown by Exhibit "A".
 - E. To pay one hundred percent (100%) of all costs for those work items as set forth in Exhibit "A" which are required solely for the DEVELOPMENT. The DEVELOPER shall receive no reimbursement for the costs described by this subparagraph.
 - F. Not to make any claims whatsoever against the CITY for

88 1247PAGE 0659

any delays beyond the control of the CITY which may occur in the CITY's attempt to secure the permits described in Paragraph 5 of this AGREEMENT.

- G. To pay the cost of recording this AGREEMENT.
 - H. To provide the CITY with a current title opinion acceptable to the CITY which attests to the DEVELOPER'S ownership of the DEVELOPMENT and his right to enter into the 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 and the petition for voluntary annexation required by subparagraph 3.A. has been accepted by the CITY.
 - I. To obtain the permits required by the CITY for connecting to the CITY's water system within ten (10) calendar days after being notified by the CITY that the water main extension has been completed and to connect the DEVELOPMENT to the CITY's water system within thirty (30) calendar days after obtaining said permits.
4. The CITY hereby covenants and agrees:
- A. To pursue the obtaining of permits described in Paragraph 5 of this AGREEMENT in an expeditious manner.
 - B. To construct the extension in an expeditious manner in conformance with the terms of this AGREEMENT.
 - C. To reimburse the DEVELOPER in an amount equal to the final construction cost of the extension less the amount of the front foot connection charge for the DEVELOPMENT and less the cost of these work items which are required solely for the DEVELOPMENT, without interest, in five (5) equal annual payments.

The first payment shall be paid by the CITY within thirty (30) calendar days following the beginning of the first CITY fiscal year for which the CITY's budget includes the required annual payment.
 - D. To include the annual payments described in Paragraph 4.C. in successive CITY budgets beginning with the first

Book 1,247 PAGE 0660

CITY budget following completion of the extension in which the required annual payment can be made in accordance with established CITY budget procedures.

5. It is specifically agreed and understood by all parties hereto that the construction of the 16" water main extension will require appropriate permits from the Florida Department of Environmental Regulation and Marion County, Florida and that no construction of the extension will be started until and unless all such permits are obtained.
6. Upon completion by the CITY, the installation shall become the sole property of the CITY and shall be maintained and operated by the CITY.
7. All revenue, connection charges, water installation charges, and system development charges derived from the extension shall accrue to the CITY only.
8. In the event either party shall default in the performance of or fail or refuse to perform any obligation required by the terms of this AGREEMENT and the other party is required to take action to enforce the terms of the AGREEMENT, the prevailing party shall be entitled to recover all damages, costs and legal expenses incurred or suffered by the prevailing party, including a reasonable attorney's fee, by reason of the said default or refusal or failure to perform by the nonprevailing party.
9. It is specifically agreed and understood by all parties hereto that this AGREEMENT shall become null and void if the CITY decides not to construct the extension or if the CITY cannot obtain the permits described in Paragraph 5. All monies submitted by the DEVELOPER in accordance with the terms of this AGREEMENT shall then be returned to him by the CITY, the sooner of thirty (30) calendar days following said decision not to construct, or the inability of the CITY to obtain the permits or February, 28, 1985.
10. It is specifically agreed and understood by all parties hereto that in the event bid prices are received which result in the estimated construction cost of the extension exceeding

BOOK 1247 PAGE 0661

that shown in Exhibit "A" by more than twenty-five percent (25%), the DEVELOPER shall have the right to elect not to pursue the construction of the extension under the terms of this AGREEMENT in which case the DEVELOPER shall so notify the CITY in writing within five (5) calendar days of the CITY receiving bids for the extension. Upon receipt by the CITY of such written notification, this AGREEMENT shall become null and void and all monies submitted by the DEVELOPER under the terms of the AGREEMENT shall then be returned to the DEVELOPER by the CITY, within thirty (30) calendar days of such written notification.

11. This AGREEMENT shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

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

(SEAL)
 Witness Lisa Hoge
 Witness Rick L. Barrett
 SPANISH OAKS PARTNERS
 (DEVELOPER)
 By: Edmund S. Pendleton, Sole General Partner
 By: Edmund S. Pendleton, Vice-President
 Attest: James C. McDonald
 Asst. Secretary

STATE OF Delaware
 COUNTY OF New Castle
 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 Edmund S. Pendleton to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.
 WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of October, A.D., 1984.

Donna Bullock
 NOTARY PUBLIC-State of DELAWARE
 My Commission Expires: 12/7/85

(S E A L)

CITY OF OCALA (CITY)
 By: Greg S. Clark
 Greg S. Clark
 President of City Council
 Attest: Deborah C. Bullock
 Deborah C. Bullock
 Deputy City Clerk

Approved as to Form and Legality:

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

1247PAGE 0662

EXHIBIT "A"
TO
DEVELOPER'S AGREEMENT
WATER EXTENSION
SPANISH OAKS MOBILE HOME VILLAGE

A. ESTIMATE OF CONSTRUCTION COSTS

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL</u>
16" Ductile iron main	L.F.	22.11	1,325	\$29,295.75
Connection to existing main	L.S.	500.00	1	500.00
16" M.J. plug and thrust blocking	Ton	2,200.00	0.0750	165.00
16" butterfly valve	Ea.	1,445.05	1	1,445.05
Fire hydrant assembly	Ea.	1,616.25	2	3,232.50
TOTAL				34,638.30

B. ITEMS REQUIRED SOLELY FOR DEVELOPMENT

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL</u>
8" Ductile iron main	L.F.	9.70	44	\$ 426.80
16" X 8" TEE	Ton	2,200.00	0.2750	605.00
8" GATE VALVE	Ea.	409.10	1	409.10
8" PLUG	Ton	2,200.00	0.0225	49.50
Pavement removal and replacement	L.F.	6.00	24	144.00
TOTAL				1,634.40

C. DEVELOPMENT'S FRONT FOOT WATER CONNECTION CHARGE

1602.35 front feet at \$7.50 per front foot = \$12,017.63

Prepared by: Dennis L. Finch, P.E., Assistant City Engineer

Q.R.
BOOK 1247 PAGE 0663

EXHIBIT "B"
TO
DEVELOPER'S AGREEMENT
WATER EXTENSION
SPANISH OAKS MOBILE HOME VILLAGE

That portion of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 3, Township 15 South, Range 22 East, Marion County, Florida, lying South of Joy Avenue and West of Citrus Drive; and that portion of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 3 lying West of Citrus Drive and North of Booster Stadium; and that portion of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 3 lying West of Booster Stadium and lying Northerly and Easterly of Florida Power Corporation easement and that portion of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 3 lying Northerly and Easterly of the Florida Power Corporation easement being more fully described as follows: Beginning at the S.W. corner of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 3; proceed thence along the West boundary thereof, N.00°-02'-29"W., 1410.95 feet to the Southerly right-of-way line of Joy Avenue (60 feet wide); thence along said Southerly right-of-way, S.89°-51'-42"E., 1276.97 feet to the intersection with the Westerly right-of-way line of Citrus Drive (60 feet wide); thence along said westerly right-of-way, S.00°-15'-30"E., 1602.35 feet; thence departing from said right-of-way S.89°-42'-30"W., 1383.11 feet; thence S.00°-35'-30"E., 711.40 feet to a point on the Northeasterly right-of-way line of a Florida Power Corporation easement, (200 feet wide); thence along said right-of-way, N.69°-12'-00"W., 1883.33 feet; continue thence along said Florida Power Corporation easement, N.01°-16'25" W., 202.84 feet, thence departing from said easement, N.88°-43'-35"E., 1858.12 feet to the Point of Beginning. Containing 70.109 acres, more or less.