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City of Ocala

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

THIS AMENDMENT, made this 2nd day of December, 1986, to that certain Developer's Agreement dated January 17, 1984 and recorded in Official Records Book 1199, Pages 0589 through 1599 of the Public Records of Marion County, Florida, as amended on May 15, 1984 and July 2, 1985, by and between Paddock Park Development, Inc., a Florida corporation hereinafter called the "DEVELOPER", and the City of Ocala, a municipal corporation under the laws of the State of Florida, hereinafter called the "CITY"

Francis E. Higgins BY Nancy J. Higgins

RECORDED AND RECORD VERIFIED MARION COUNTY, FL 1986 DEC - 3 PM 1:19

WITNESSETH

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

WHEREAS, on July 2, 1985, the parties agreed to an amendment which covered additional property described and detailed on Exhibit "A-1" and improvements known as Phase 4 according to plans which were attached as Exhibit "C"; and

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 behalf of the respective parties hereto, it is agreed as follows:

- 1. Except as otherwise herein amended, the Developer's Agreement heretofore entered into on January 17, 1984, as amended, shall in all other aspects remain in full force and effect. 2. The CITY agrees to execute a quit claim deed which will

COMMERCIAL CENTER

convey the CITY's interest in the water retention area located in Block B and in the northwest corner of S.W. 33rd Avenue and S.W. 42nd Street to the Owner of Lot 11 of Block B of Paddock Park Commercial Center Phase II. The CITY may at its discretion commence maintenance at the retention area if it determines the DEVELOPER is not providing adequate maintenance.

- 3. The DEVELOPER covenants and agrees that it will perpetually maintain, or cause to be maintained, the drainage retention area including stormwater pump described in Paragraph 2 above and also provide the CITY stromwater and utility easements over the drainage retention area as determined by the CITY and allow the CITY the right for perpetual ingress and egress to the site.

PADDOCK PARK DEVELOPMENT, INC.)

Signed in our presence as witnesses:

Witness: Marilyn Stanger
W. W. Stanger
Witness

By: Noah H. Long
Noah H. Long, President
Attest: 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, Jr. and Margaret Palmer 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 1st day of December, A.D., 1986.

Marilyn Stanger
NOTARY PUBLIC-State of
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 6, 1990
Bonded thru Ins. Exch. Insurance Inc.

CITY OF OCALA (CITY)

By: Greg S. Clark
Greg S. Clark
President of City Council

(S E A L)

Attest: Mary Jane Milam
Mary Jane Milam
City Clerk

Approved as to Form and Legality:
Seymour H. Rowland, Jr.
Seymour H. Rowland, Jr., City Attorney