

Rec. \$ _____

PREPARED BY:

Holland Drake, CampAlto LLC
302 SE Broadway Street, Ocala, FL 34471

RETURN TO:

City of Ocala
Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is made and entered into on the dates set forth below by and between the CITY OF OCALA, a Florida municipal corporation ("City") and CampAlto, LLC, a Florida limited liability company (hereinafter the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property on attached **Exhibit A** (the "*Property*") which is located within the jurisdictional boundaries of the City.

WHEREAS, Developer has previously filed an application for the approval of "*CAMPALTO*", a residential subdivision plan (the "*Subdivision plan*") for the Property.

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

WHEREAS, Developer has previously submitted to the City subdivision plans, which depict the construction, if applicable, of stormwater conveyance system, stormwater retention areas, sidewalks, sanitary sewer services, water services, water meters, grading and appurtenances. Copies of the construction plans shall be kept on record at the City and are, by reference, made a part of this Agreement.

WHEREAS, Per the Development Regulations for R-3 in Sec. 122-357 development of the single-family (attached) dwelling unit is intended to promote homeownership on smaller infill lots with city services. All development will be required to submit a subdivision plan with a developer's agreement. All development must be compatible in terms of design, scale and size with the surrounding residential neighborhood.

NOW THEREFORE, in consideration of the foregoing matters (which are incorporated herein by reference) and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto 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.**
 - 2.1. **Generally.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings.

- 2.1.1. *Access Improvements* – All streets, driveways and utilities to be constructed on the Property for use as a means of permitting access between parcels of real property and other parcels or public right of way, and to convey stormwater into off site drainage improvements, pursuant to the Improvements Plan.
- 2.1.2. *Agreement* – This Agreement, including any Exhibits attached hereto, as the same may be subsequently amended, modified or supplemented pursuant to its' terms and provisions.
- 2.1.3. *City* – shall refer to the City of Ocala, a municipal corporation existing under the laws of the State of Florida.
- 2.1.4. *City Code* – The Code of Ordinances of City of Ocala.
- 2.1.5. *Developer* — shall refer to **CampAlto, LLC, a Florida limited liability company**, its successors or assigns.
- 2.1.6. *Development Parcel* -- shall refer to the real property located in Marion County, Florida, described on attached **Exhibit A**.
- 2.1.7. *Development Regulations* — shall refer to the Land Development Regulations of the City. This definition will include any promulgated construction or design specifications of the City.
- 2.1.8. *District* — shall refer to the St. John's River Water Management District, a public entity created under the laws of the State of Florida.
- 2.1.9. *Improvements* — shall refer to those stormwater conveyance system, sidewalks, sanitary sewer services, water services, water meters, and grading and appurtenances which are depicted upon the Plans which have been filed by the Developer with the City.
- 2.1.10. *Lot* — shall refer to an individual lot shown on the Plat of the Subdivision plan.
- 2.1.11. *Plat* — shall refer to the Plat of the Subdivision plan, after it has been recorded in the Public Records of Marion County, Florida.
- 2.1.12. *Property* — shall refer to the real property located in Marion County, Florida, described on attached **Exhibit A**.
- 2.1.13. *Subdivision plan* — shall refer to the conceptual plan and construction plan for improvements for this subdivision located on the Development Parcel, which will be named "CAMPALTO", shown on attached **Exhibit B**.
- 2.2. Additional Definitions and Rules of Construction. The definitions in paragraph 2.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer

to this Agreement, unless the context otherwise requires.

3. **Approval.** The City hereby approves the Plans for the Subdivision plan.
4. **Covenants of Developer.** In addition to the other covenants and agreements of Developer set forth specifically elsewhere in this Agreement, Developer covenants and agrees:
 - 4.1. To provide to the City a current title opinion acceptable to the City which attests to the Developer's ownership of the Development Parcel and its right to enter into this Agreement. 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.
 - 4.2. That the Developer, **CampAlto, LLC**, holds unified control over the Development Parcel.
 - 4.3. To provide a full set of reproducible "As-Built" plans for the Improvements, certified to the City by the Developer's engineer in detail to the extent required by the City.
 - 4.4. To obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, the District or the City with respect to the Subdivision plan and the construction of the Improvements, all at no cost to the City.
 - 4.5. To pay all applicable fees in accordance with the City Code.
 - 4.6. To construct improvements which meet the standards as set forth in the Subdivision Plan, as approved by city council, regarding lot sizes, lot bearings, setbacks, landscaping, open space, tree preservation, drainage, access, parking, traffic, services/utilities, type/size/height/design of units, and legal description.
 - 4.7. That the Development shall remain fee simple single-family residential lots in perpetuity.
 - 4.8. The Developer hereby agrees to indemnify and hold City harmless from any and all losses, claims, damages, expenses, judgments, litigation expenses, attorneys' fees or other liabilities of any nature incurred by the City as a result of this Agreement by the City to issue building or development permits to the Developer as described in this Section. This grant of indemnity will expressly survive the termination of this Agreement and the acceptance and recording of the final Plat of the Subdivision.
5. **Covenants of City.** In addition to the other covenants and agreements of City set forth specifically elsewhere in this Agreement, City covenants and agrees:
 - 5.1. The City will permit connections to City water and sewer services.
 - 5.2. That it will issue building permits for the construction of the Development and will make all customary building inspections during the construction thereof, but will withhold Certificates of Occupancy until all supporting improvements for the Development have been completed and approved, and the final Plat has been approved and recorded.

- 5.3. That, if the provisions of Sections 6.1, 6.2 and 6.3 below are applicable, it will issue building permits for the construction of residences 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 (i) all supporting improvements for the Lots have been constructed and approved by the City; and (ii) the final Plat has been recorded.
6. **Recording of Plat.** The City will allow the immediate recording of the Plat of the Subdivision, and the conveyance of Lots in the Subdivision (or portions thereof). If the Developer complies with the following provisions of this Section. If the Developer elects not to provide a Letter of Credit or other acceptable surety to the City to guarantee the construction of the Improvements for the Subdivision, the Plat will be recorded upon the completion of the construction of the Improvements in accordance with the Plans, and the acceptance thereof by the City. If the Developer elects to provide to the City a Letter of Credit, or some other acceptable surety, the following provisions will apply:
- 6.1. Cost Estimate. Developer will submit to the City, and the City will review and approve, a "Cost Estimate" prepared by the Developer's Engineer. The Cost Estimate must be certified to the City.
- 6.2. Letter of Credit. Upon the Developer providing to the City a Letter of Credit issued by a financial institution authorized to do business in the State of Florida in the amount of one hundred twenty percent (120%) of the approved Cost Estimate which guarantees to the City the performance of the Developer's obligations under this Agreement, (which Letter of Credit must be in form and content acceptable to the City and the City's attorney) the City will complete the execution of the Plat of the Subdivision and allow the Plat to be recorded in the Public Records of Marion County, Florida.
- 6.3. Sale of Lots or Tracts. Upon the recording of the Plat the Developer will be entitled to convey individual Lots or Tracts in the Subdivision to third party purchasers. The purchasers 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 subject to paragraph 5.3 of this Agreement procure Certificates of Occupancy 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 or Tract 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 purchaser's improvements constructed on a Lot or Tract in the Subdivision but City shall not be required to issue such Certificate of Occupancy until the conditions in paragraph 5.3 of the Agreement have occurred.

7. **General Provisions.**

7.1. **Notice.**

7.1.1. All notices, requests, consents and other communications (each a “*Communication*”) required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

7.1.1.1. For City:

City of Ocala
City Manager
110 S.E. Watula Avenue
Ocala, FL 34471

With Copy to:
City of Ocala
Engineering and Water Resources Depart.
Attn: Sean Lanier, P.E.
1805 NE 30th Avenue, Bldg 600
Ocala, FL 34470

City of Ocala
Growth Management Department
Attn: Karen Cupp
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

7.1.1.2. For Developer:

CampAlto, LLC
Trusten “Holland” Drake
302 SE Broadway St., Unit 100
Ocala, FL 34471
352-266-9591

With Copy to:

Robert D. Wilson
WILSON & WILLIAMS, P.A.
954 E. Silver Springs Boulevard
Ocala, FL 34470
(352) 629-9747

7.1.2. Each such Communication shall be deemed delivered:

- 7.1.2.1. On the date of delivered if by personal delivery;
- 7.1.2.2. On the date of facsimile transmission if by facsimile; and
- 7.1.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
- 7.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 7.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 7.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 7.2. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 7.3. **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 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.
- 7.4. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns. There are no representations or warranties other than those set forth herein.
- 7.5. **Severability.** In the event any provision or Section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability of the validity of the remaining provisions of this Agreement.
- 7.6. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 7.7. **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.

- 7.8. **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 exclusive venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 7.9. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 7.10. **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.
- 7.11. **Facsimile or Electronic Copy.** Any Party may rely upon receipt of a signed facsimile or electronic copy of this Agreement, signed by that party, as though the same were an original.
- 7.12. **City Code.** No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City.
- 7.13. **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.
- 7.14. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

THEREFORE, the parties have executed this Agreement on the day and year first written above.

ATTEST:

**City of Ocala, a Florida municipal
corporation**

Angel B. Jacobs
City Clerk

Barry Mansfield, President, Ocala City Council

Approved as to form and legality

William E. Sexton
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Barry Mansfield, as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

DEVELOPER

Witness Signature

CampAlto, LLC, a Florida limited liability company

Witness Printed Name

By: _____
Trusten Holland Drake, Manager

Address

Witness Signature

Witness Printed Name

Address

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this this _____,
20_____, by T. Holland Drake, as Manager of CampAlto, LLC, a Florida limited liability company.

Notary Public, State of _____
Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

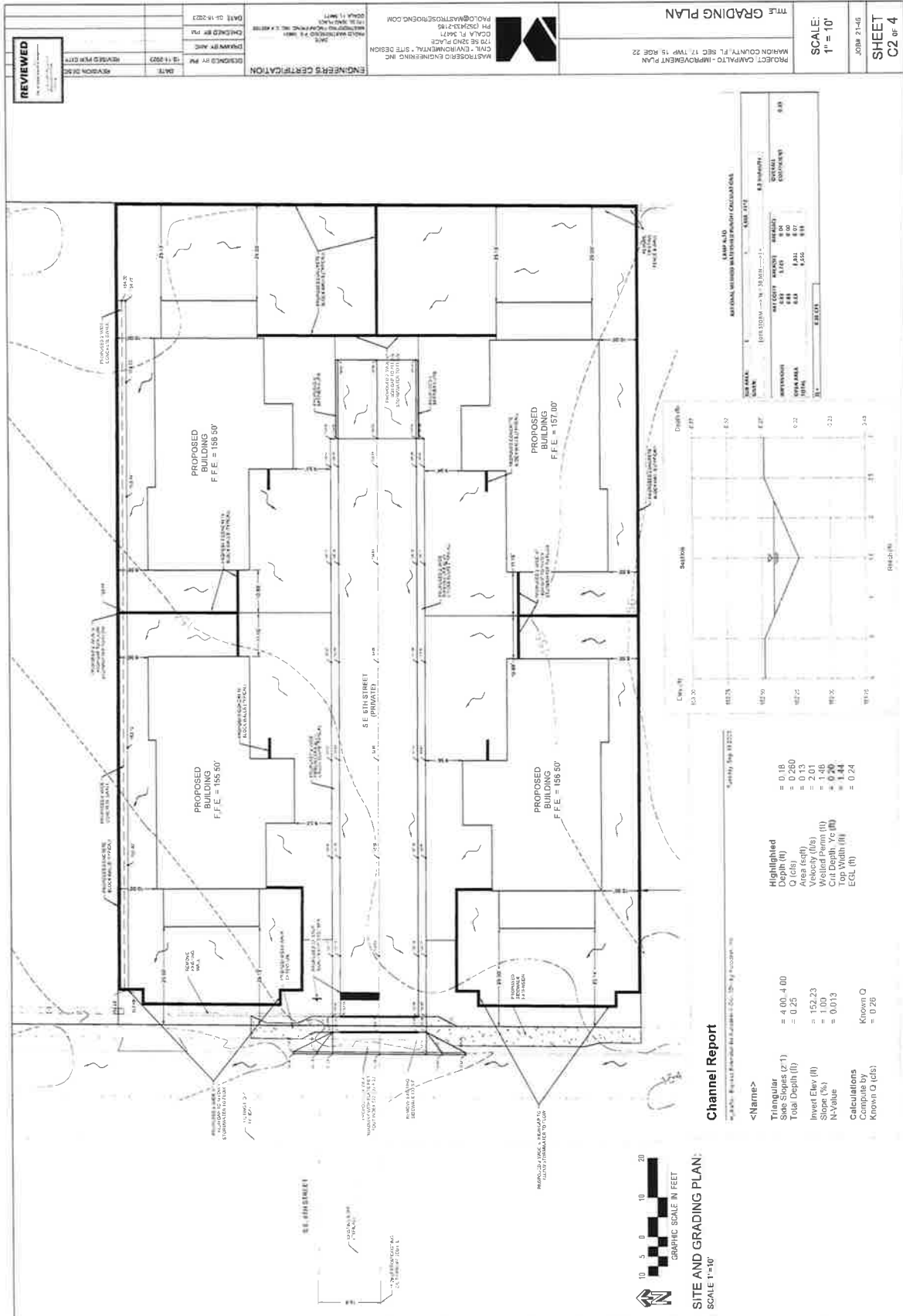
**EXHIBIT A
PROPERTY**

The land referred to herein below is situated in the County of MARION, State of Florida, and described as follows:

Commencing at the NW corner of Lot X of Caldwell's Addition to the City of Ocala, as per plat thereof recorded in Plat Book E, Page 4, Public Records of Marion County, Florida; thence East 210 feet, thence South 320 feet, thence West 210 feet, thence North 320 feet to the Point of Beginning. LESS AND EXCEPT the North 190 feet thereof.

Marion County Property ID: 2820-026-003

EXHIBIT B



REVIEWED

DATE

DESIGNED BY

CHECKED BY

DATE

DESIGNED BY

CHECKED BY

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TITLE GRADING PLAN

SCALE: 1" = 10'

SHEET C2 of 4

PROJECT: CAMPITO - IMPROVEMENT PLAN
MAHON COUNTY, FL, REG. 17, TWP. 15, RGE. 22

MASTROBERG ENGINEERING INC.
1905 S.W. 24th AVE.
SUITE 100
MIAMI, FL 33135
TEL: 781.344.7100
FAX: 781.344.7101
WWW.MASTROBERGENGINEERING.COM
P.O. BOX 100000
MIAMI, FL 33101

ENGINEER'S CERTIFICATION

DATE: 01-18-2023
CHECKED BY: [Signature]
DESIGNED BY: [Signature]

DATE: 01-18-2023
CHECKED BY: [Signature]
DESIGNED BY: [Signature]

GRAPHIC SCALE IN FEET
SCALE 1" = 10'

SITE AND GRADING PLAN

[illegible]