

# Mediated Settlement Agreement

**This Mediated Settlement Agreement ("Agreement")** is made and entered into as of [DATE], by and between the City of Ocala, Florida ("City"), G&G ("Applicant"), and FSPA ("Third Party"), pursuant to the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes.

**WHEREAS**, the Applicant has submitted a Special Exception application to the City for the development of an urban childcare facility on the property located at [PROPERTY ADDRESS] ("Property").

**WHEREAS**, the City, Applicant, and Third Party have participated in mediation to resolve the issues related to the Special Exception application.

**WHEREAS**, the parties desire to settle the dispute and avoid further proceedings, subject only to approval by the City Council of the City.

**NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:**

## **1. Outdoor Play Area:**

- The parties acknowledge that the subject property cannot support an outdoor play area, as defined by City Code and Statutes.
- In lieu of an outdoor play area, the City agrees to allow the Applicant to utilize indoor play area space within the facility, subject to compliance with all applicable building codes and regulations.

## **2. Site Plan Approval:**

- The Applicant shall obtain site plan approval from the City to address:
  - The increase of impervious surface area due to additional parking spaces.
  - The reduction of drainage retention area.
  - Screening, buffering, and sanitation requirements as determined by the City.

## **3. Building Permits and Certificate of Occupancy:**

- The Applicant shall apply for and obtain all necessary building permits from the City for the interior renovation of the building to meet all applicable building codes.
- The Applicant shall apply for and obtain all necessary site permits for the installation of additional parking.
- The Applicant shall obtain a Certificate of Occupancy for the childcare facility within two (2) years of the approval of this Agreement.

#### **4. Special Exception Approval:**

- The approval of the Special Exception granted through this Agreement shall remain with the Property in perpetuity, regardless of changes in ownership.

#### **5. Hours of Operation:**

- The childcare facility shall operate between the hours of 6:00 AM and 6:00 PM, Monday through Friday.
- This Agreement does not limit the hours of operation for facility or site maintenance activities.

#### **6. Opaque Fence and Dumpster:**

- The Applicant shall install an opaque fence along the western boundary of the Property, subject to the requirements and specifications outlined in the approved site plan.
- The Applicant shall screen the dumpster from public view to mitigate noise, odor, and visual impacts.
- Trash pick-up shall occur during the earliest pick-up time designated by the City for commercial uses within residential areas, currently limited to 7:00 AM, Monday through Friday.

#### **7. Additional Condition (Optional):**

- The parties acknowledge the existence of the single-family residential dwelling located at Marion County Parcel Identification Number 2195-004-000 ("Adjacent Property") to the north of the Property.
- **[Optional]** If a single-family dwelling is constructed on the Adjacent Property in the future, the Applicant agrees to construct an opaque fence along the northern boundary of the Property upon written request from the City.

#### **8. Entire Agreement:**

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

#### **9. Binding Effect:**

- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**10. Governing Law:**

- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**11. Severability:**

- If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**12. Counterparts:**

- This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**City of Ocala, Florida**

By: \_\_\_\_\_ [Name and Title]

**G&G**

By: \_\_\_\_\_ [Name and Title]

**FSPA**

By: \_\_\_\_\_ [Name and Title]