

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (“Development Agreement or Agreement”) is made and entered into this ____ day of _____, 2023, by and between **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, (the “County”) and **Southern Impression Homes, LLC**, a Florida limited liability company, whose address is 5711 Richard Street, Suite 1, Jacksonville, Florida 32316, (the “Southern”).

WITNESSETH:

WHEREAS, Southern is the developer of a 5.80± acre parcel of real property generally located on Southwest 43rd Court, Ocala, Florida on Parcel ID 23813-008-00 and 23813-00900 (“Subject Property”) as described in attached Exhibit “A”; and

WHEREAS, pursuant to mediation held on March 16, 2023, the County and Southern entered into a Settlement Agreement providing for development of the Subject Property pursuant to certain terms and conditions; and

WHEREAS, on June 6, 2023, the County is considering rezoning of the Subject Property to R-3 subject to entering into a Development Agreement between the parties regarding development of the Subject Property; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Recitals True and Correct.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **County Obligation.** The obligations of Southern contained herein shall be conditioned on the County approving the rezoning of the Subject Property to R-3.
3. **Description of Development Uses.** The Subject Property shall be developed subject to the following conditions:

a. No Certificates of Occupancy shall be issued by County prior to April 30, 2024.

b. Southern shall install a six (6) foot tall white or tan opaque PVC fence on or adjacent to the northern, western and southern property lines and required landscaping may be placed on the interior of the fences.

c. Southern shall install an approximately four (4) foot tall decorative split rail fence within the buffer along the eastern property line with required landscaping being placed between the street line and the fencing.

d. There shall be a minimum of a thirty (30) foot buffer between the structures and the northern, western and southern property lines, and a minimum of a fifteen (15) foot buffer between the structures and the eastern property line.

e. Southern shall install a five (5) foot wide mulch or asphalt, to be determined in Southern's sole discretion, walking trail completely around the retention area ("Walking Trail"). The Walking Trail may be located within the buffer areas.

f. Southern shall create and maintain a playground area ("Playground Area") with playground equipment substantially similar to that shown in Exhibit "B", attached hereto and incorporated by reference.

g. Southern shall install and maintain a gazebo of approximately 400 square feet inside within the Playground Area. The gazebo will be placed and secured on a concrete pad.

h. Southern shall install and maintain a bar-b-que grill near, but not within, the gazebo.

Southern shall have the right to assign the maintenance obligations contained in this paragraph to the homeowner's association responsible for maintaining open space within the subject property.

4. **Site Related Improvements.** This Development Agreement does not govern the construction or dedication of all site related improvements for the Project. Such other site related improvements shall be constructed and dedicated pursuant to and in accordance with applicable provisions of the LDC and Comprehensive Plan.

5. **Default by Southern.** Should Southern fail to install any required improvements or maintain such improvements as set forth in Section 2 of this Agreement, then Marion County may in its sole discretion:

- a. Withhold any certificate of occupancy for structures on the property; or
- b. File for Injunctive Relief; or
- c. Pursue any other remedy permitted by law.

6. **Omission from Development Agreement.** The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Southern of the necessity of complying with the law, including without implied limitation the applicable provisions of the County's Comprehensive Plan or Land Development Code, governing said permitting requirements, conditions, terms, or restrictions.

7. **Disclaimer of Joint Venture.** Southern and County represent that by the execution of this Development Agreement it is not the intent of the parties that this Development Agreement be construed or deemed to represent a joint venture or common undertaking between County and Southern, or either, with any third party. While engaged in carrying out and complying with the terms of this Development Agreement, Southern is an independent principal and not a contractor for or an officer or employee of County. Southern shall not at any time or in any manner represent that it or any of its agents or employees are employees of County.

8. **Successors in Interest.** The burdens of this Development Agreement shall be binding upon, and the benefits shall inure to, all successors in interest to the parties to the Development Agreement including all mortgagees to the parties to this Development Agreement. Notwithstanding anything in this Development Agreement to the contrary, the County shall have

no responsibility or liability for any obligations of Southern under this Development Agreement, and the County does not assume any obligations to or for Southern.

9. **Amendments:** All amendments to this Development Agreement, including any such amendments extending the term of the Development Agreement, shall be ineffective unless reduced to writing and executed by the County and Southern.

10. **Recording of this Agreement:** The Clerk to the Board of County Commissioners of Marion County (the "Clerk") shall record this Development Agreement in the Public Records of Marion County, Florida, no later than fourteen (14) days after the execution of this Agreement by all parties. Southern shall bear the expense of recording this Agreement.

11. **Applicable Law and Venue.** This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Marion County, Florida, unless prohibited by law.

12. **Litigation Fees and Costs.** In any litigation between the Parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorneys' fees, through appeal if necessary.

13. **Severability.** In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

14. **Entire Agreement.** This Development Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution

hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing signed by both parties and executed in the same manner as this Development Agreement.

15. **Parties Drafted Equally.** The County and Southern agree that both parties have played an equal and a reciprocal part in drafting this Agreement. Therefore, no provision of this Agreement shall be construed by a Court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

16. **Notices.** All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

To Southern: Southern Impression Homes, LLC
5711 Richard Street, Suite 1
Jacksonville, FL 32316

To County: County Administrator
Marion County
601 SE 25th Avenue
Ocala, FL 34471

With Copies to: County Attorney
Marion County
601 SE 25th Avenue
Ocala, FL 34471

17. **Survival of Warranties, Representations.** The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

18. **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

19. **Effective Date.** This Agreement shall become effective immediately upon the occurrence of all the following:

(A) The recordation of a fully executed original of this Development Agreement in the public records of Marion County, Florida, as provided in paragraph 20 hereof; and

(B) The expiration of any and all appeal periods for any challenge to this Development Agreement.

20. **Termination.** This Development Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(A) The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Development Agreement.

(B) The expiration of thirty (30) years from the effective date of this Agreement, as defined in paragraph 28 above.

(C) The execution of a written agreement by all parties, or their successors in interest, providing for the cancellation and termination of this Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement the day and year first written above.

COUNTY:

MARION COUNTY, FLORIDA

By: Board of County Commissioners

ATTEST: Clerk of the Circuit Court

By: _____
Chairperson

By: _____
Deputy Clerk

Date: _____

SOUTHERN:

Southern Impression Home, LLC
a Florida limited liability company

Witnesses:

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by [NAME OF OFFICER OR AGENT SIGNING], as [TITLE] of Southern Impression Home, LLC, on behalf of the company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

(Seal)

Notary Public, State of Florida

Print Name: _____

Exhibit “A”

Legal Description of Project Site

Exhibit "B"

Playground Equipment

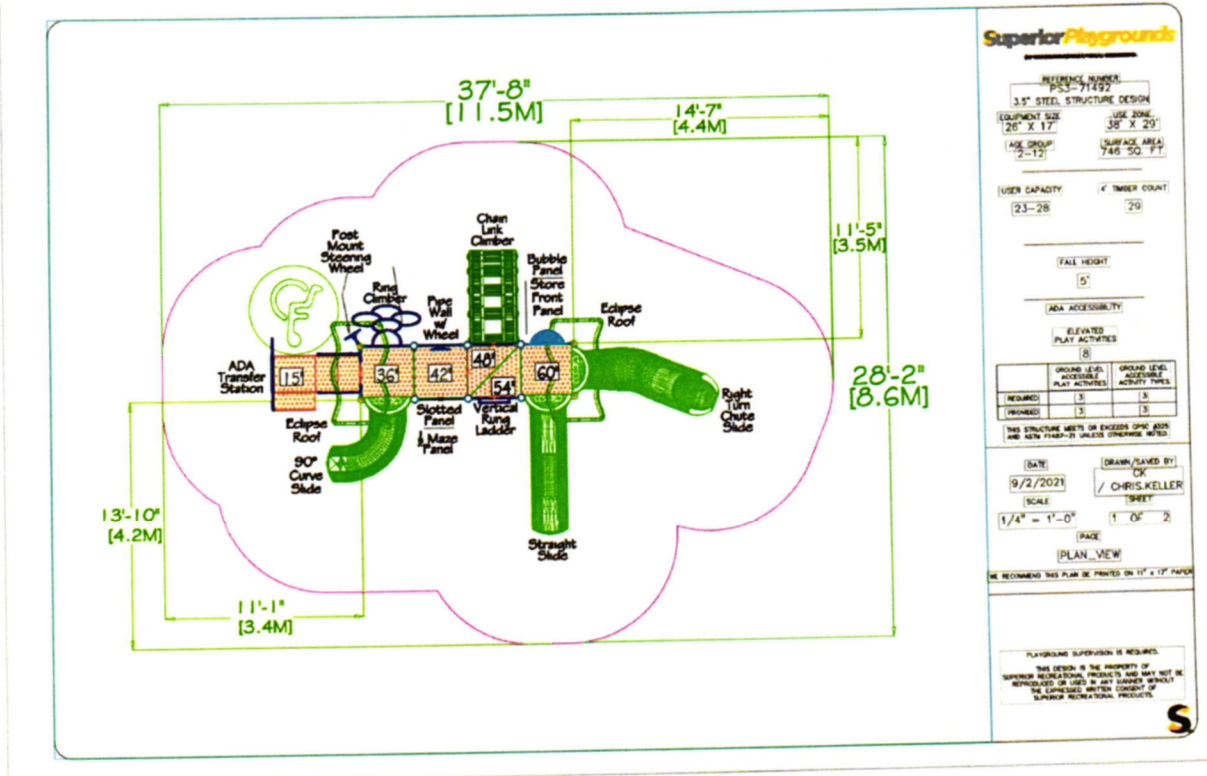




Exhibit "B" (2 of 3)



Exhibit "B" (3 of 3)