

RECORD: \$ _____
DOC STAMPS: \$ _____

PREPARED BY AND RETURN TO:
GRAY, ACKERMAN & HAINES, P.A.
Tim Haines
211 NW Third Street
Ocala, FL 34475

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("***Developer's Agreement***" or "***Agreement***") is made and entered into this _____ day of _____, 2025, 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 **THOMAS R. MOORE, A MARRIED MAN**, whose address is 1700 NW 60th Avenue, Ocala, Florida 34482 ("***Owner***").

WITNESSETH:

WHEREAS, Owner owns approximately 23.09 acres of real property with an address of 6835 West Hwy 326, Ocala, Florida, and more particularly described on **Exhibit "A"** hereto (the "***Property***"); and

WHEREAS, Owner has filed an Application for a zoning change requesting that a portion of the Property consisting of approximately 18.72 acres (the "***Development Site***") and more particularly described as the Property less and except the real property described in **Exhibit "B"** be rezoned from its existing zoning of General Agricultural (A-1) to Rural Activity Center (RAC); and

WHEREAS, the Owner has proffered in writing to County, pursuant to Division II, Article IX, of Appendix A to the Marion County Code of Ordinances, a restriction or limitation (the "***Condition***") that (i) the 4.37 acres of the Property lying outside the Development Area and more particularly described in **Exhibit "B"** (the "***Buffer Area***") shall retain its existing zoning of agricultural (A-1); and (ii) the Buffer Area shall be restricted to use as an undisturbed vegetative buffer as more particularly set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing, including approval by the Board of County Commissioners of the requested zoning change from General Agricultural (A-1) to Rural Activity Center (RAC), the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The parties confirm that the above recitals are true and correct and incorporate their terms and conditions herein for all purposes.
2. **Maintenance of Vegetative Landscape Buffer.** By execution hereof the Owner, for itself and its successors and assigns as the Owner of the Buffer Area, agrees that the Buffer Area shall remain as an undisturbed vegetative buffer substantially in its current state, subject to natural growth, deterioration, decay, death, and regrowth or replacement of plants and trees. No living tree shall be cut down, destroyed or removed without the determination of a certified arborist or licensed landscape

architect that the same is diseased and/or dying. The foregoing shall not prohibit the removal of dead trees and plant material, the removal of invasive plants, or, with the recommendation of a certified arborist or licensed landscape architect, the clearing of the understory consistent with maintaining the health of existing trees and the natural replacement of the same. No permit and improvement shall be erected or maintained in the Buffer Area with the exception of fencing and living plant material.

3. **General Provisions.**

3.1. **Notices.** With respect to any notices required to be given under the terms of this Contract, such notices shall be given in writing and shall be deemed given and effective:

3.1.1 Three (3) Business Days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Party or Parties at the following respective addresses;

3.1.2 The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the Party or Parties at the following respective addresses; or

3.1.3 On the date of facsimile or e-mail transmission if sent by facsimile (only if a facsimile number is provided below) or e-mail to the facsimile number or e-mail address, as appropriate, of the Party or Parties as provided for below.

AS TO MARION COUNTY: MARION COUNTY, FLORIDA

County Administrator
Attn: Mounir Bouyounes, County Administrator
601 SE 25th Avenue
Ocala, FL 34471
Telephone: (352) 438-2300
Fax: (352) 438-2309
Email: mounir.bouyounes@marioncountyfl.org

With Copy To: Office of the County Engineer
Attn: Steven Cohoon, P.E., County Engineer
412 SE 25th Avenue
Ocala, FL 34471
Telephone: (352) 671-8686
Fax: (352) 671-8687
Email: steven.cohoon@marioncountyfl.org

With Copy To: Matthew Minter, Esquire
County Attorney
Marion County
601 SE 25th Avenue
Ocala, FL 34471
Telephone: (352) 438-2330

Fax: _____
E-mail: matthew.minter@marioncountyfl.org

AS TO OWNER:

Thomas R. Moore
7575 West Hwy 316
Reddick, Florida 32686
Telephone: (____) _____
Fax: (____) _____
Email: sales@doubleRmfg.com

With Copy to: Gray, Ackerman & Haines, P.A.
Attn: Tim D. Haines, Esquire
211 NW Third Street
Ocala, FL 34475
(352) 732-8121
E-mail: thaines@gahlaw.com

Any Party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section. A Party's counsel is expressly authorized to execute and deliver notices for the Party it represents. If notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the above. If the above provisions require notice to be delivered to more than one person or department (including a copy), the notice shall be deemed delivered to all such persons or departments on the earliest date it is delivered to any of such persons or departments.

- 3.2 Litigation.** In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceedings related thereto.
- 3.3 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, their respective successors and assigns. There are no representations or warranties other than those set forth herein.
- 3.4 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.
- 3.5 Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining

provisions of this Agreement.

3.6 Representations and Warranties. There are no representations and warranties other than such as are contained herein.

3.7 Successors and Assigns.

3.7.1 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.

3.7.2 Upon a sale or other transfer of the Owner Property or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Owner Property or a portion of the Owner Property.

3.8 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 venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

3.9 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.

3.10 Amendment of Agreement. 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.

3.11 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.

3.12 Effective Date. This Agreement shall become effective upon the recording of this Agreement in the Public records of Marion County, Florida, after its execution by all Parties hereto.

3.13 Default. If a Party fails to fully and timely perform any of its obligations hereunder and such failure continues for fifteen (15) days following notice thereof in writing from a non-defaulting Party, then such non-defaulting Party shall have the right to seek specific performance of such defaulting Party's obligations under this Agreement or damages, or both; provided, however, in no event shall any Party be deemed liable for punitive or consequential damages arising from the default of its obligations hereunder.

3.14 Non-Homestead. By execution hereof the Owner warrants and confirms that the Property is not the homestead of the Owner, nor is it contiguous to real property claimed by the Owner as his homestead.

IN WITNESS WHEREOF, the parties hereto have executed this Developer's Agreement the day and year first written above.

COUNTY:

**MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

By: Board of County Commissioners

By: _____

Kathy Bryant

Its: Chairperson

Date: _____

ATTEST: Clerk of the Circuit Court

By: _____

Gregory C. Harrell

Approved As To Form and Legal Sufficiency

**Matthew Guy Minter
County Attorney**

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

Attachment E

Signed, sealed and delivered in the presence of: **OWNER:**

Witness #1 Signature

BY: _____

Thomas R. Moore

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA COUNTY OF MARION

The foregoing was sworn to and subscribed before me and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by **THOMAS R. MOORE, A MARRIED MAN**, who is:

_____ personally known by me; OR
_____ produced drivers licenses as identification.

Notary Signature

Print Name: _____

Notary Public, State of Florida

Commission Number: _____

Commission Expiration: _____

EXHIBIT "A"

The SW1/4 of the SW1/4 of Section 17, Township 14 South, Range 21 East, Marion County, Florida.

LESS AND EXCEPT Commencing at the SW corner of said SW 1/4 of the SW 1/4; thence N. 00°03'05" W along the West boundary of said SW 1/4 of the SW 1/4, 471.43 feet; thence departing said West boundary N.89°56'55"E 49.69 feet to an iron rod and plastic cap stamped "Martin L. Williams RLS 4127" said point being on the East right of way line of County Road 225-A (100 feet wide), said point also being the point of beginning; thence N.00°02'28"W along the East right of way line of said County Road 225-A, 853.12 feet to a concrete monument with metal disc stamped "Marion Engineering", said point being on the North boundary of said SW 1/4 of the SW 1/4; thence departing said right of way line S.89°57'51"E along said North boundary, 510.72 feet; thence departing said North boundary S.00°02'22"E, 1318.95 feet to the North right of way line of County Road 326 (66 feet wide); thence S.89°57'38"W along said North right of way line 44.07 feet to a plain iron rod; thence departing said right of way line N.00°02'22"W, 466.22 feet to a plain iron rod; thence S.89°59'42"W, 466.62 feet to the Point of Beginning.

ALSO LESS AND EXCEPT: Any portion lying within right of way for County Road 326;

ALSO LESS AND EXCEPT: Commencing at the Southwest corner of the SW 1/4 of the SW 1/4 of Section 17, Township 14 South, Range 21 East, Marion County, Florida; thence N.00°14'59"E, 5.00 feet to a nail and tab; thence S.89°56'15"E, 49.67 feet to the intersection of the East right of way line of County Road 225-A (100 feet wide) and the North right of way line of County Road 326 (66 feet wide); thence N.00°03'05"W, parallel with the West line of the SW 1/4 of said Section 17, along the East right of way line of said County Road 225-A, 361.50 feet to the Point of Beginning; thence continue N.00°03'05"W along said right of way line, 105.00 feet; thence S.89°59'43"E, departing said right of way line, 466.50 feet; thence S.00°03'05"E, 466.50 feet to the North right of way line of said County Road No. 326; thence N.89°59'43"W along said North right of way line, 105.00 feet; thence N.00°03'05"W, departing said right of way line, 361.50 feet; thence N.89°59'43"W, 361.50 feet to the Point of Beginning;

ALSO LESS AND EXCEPT: Commencing at the SW corner of the SW 1/4 of the SW1/4 of Section 17, Township 14 South, Range 21 East, Marion County, Florida; thence N.00°14'59"E 5.00 feet to a nail and tab; thence S.89°56'15"E 49.67 feet to the Point of Beginning, said point being at the intersection of the East right of way line of County Road 225-A (100 feet wide), and the North right of way line of County Road 326 (66 feet wide); thence N.00°03'05"W parallel with the West line of the SW 1/4 of said Section 17, along the East right of way line of said County Road 225-A, 361.50 feet; thence S.89°59'43"E, departing said right of way line, 361.50 feet; thence S.00°03'05"W, 361.50 feet to the North right of way line of said County Road 326; thence N.89°59'43"W along said North right of way line 361.50 feet to the Point of Beginning.

EXHIBIT "B"

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7357, PAGE 1351 OF THE PUBLIC RECORDS MARION COUNTY, FLORIDA. THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N.00°26'46"E., 838.56 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, S.89°33'14"E., 65.74 FEET; THENCE N.33°50'08"E., 514.66 FEET; THENCE S.89°29'02"E., 363.50 FEET; THENCE S.00°24'10"W., 1,268.52 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 326 (66 FEET WIDE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°29'54"W., 713.43 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 18.72 ACRES, MORE OR LESS.