

This Instrument Prepared By:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
Marion County Growth Services Dept.
2710 East Silver Springs Blvd.
Ocala, FL 34470

Recording: \$61.00

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT made and entered into this _____, 2024,
(the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- 140 MHC, LLC, a Florida limited liability company ("Developer").

WHEREAS:

- A. On May 21, 2024, the Board of County Commissioners of Marion County, Florida ("Board") adopted Ordinance No. 24-15 (the "Ordinance") pursuant to which, among other things, it rezoned certain real property (the "Property") described on the attached **Exhibit A** from Residential Mixed Use (R-4) to Mobile Home Park (P-MH).
- B. Subsequent to the adoption of the Ordinance, Developer acquired the Property.
- C. The Ordinance provided that the rezoning would not take effect until a developer's agreement had been entered into containing conditions as established by the Board. Developer and County are entering into this Agreement to satisfy such condition.

NOW THEREFORE, IN CONSIDERATION of the payment of \$10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. **Development of Property.** The Property shall be developed consistent with the requirements of this Agreement.
2. **Manufactured Home Community Requirements.** If the Property is developed as a manufactured home community:
 - 2.1. The manufactured home community shall be an age-restricted retirement community for person 55 and older, subject to compliance with applicable State and Federal requirements.
 - 2.2. The manufactured home community shall be a land lease/lot rental operation pursuant to which the Property will be owned by a single entity not to exceed a total of 49 manufactured home residential units.

- 2.3. A Type-E Buffer, consistent with the following, shall be provided along the North, East and West Boundaries of the property. The Buffer shall include a 5 foot wide landscape strip consisting of at least 4 shade trees every 100 linear feet or fractional part thereof. Shrubs shall be planted in a double-staggered row and be capable of reaching a maintained height of six feet within three years. Groundcovers and/or turfgrass shall not be used in this buffer. No wall is required. Developer shall install and maintain irrigation for the landscaping.
- 2.4. Developer shall maintain the stub-out roadway from the Little Lake Weir Subdivision, with the completion of a roadway maintenance agreement, suitable to the County Engineer, being provided and completed prior to, or in conjunction with, obtaining approval of the project's Major Site Plan.
- 2.5. All manufactured homes installed on the manufactured home park lots shall comply with the following:
 - 2.5.1. All homes shall be "double-wide" mobile homes (consisting of two separate sections joined together).
 - 2.5.2. All homes shall be a minimum of 1,300 square feet.
 - 2.5.3. All homes shall be "new" manufactured homes constructed within the preceding calendar/model year of their installation date, as determined by the Marion County Building Official in consultation with the Growth Services Director. Any appeal of the Building Official's determination shall be made to the Board of County Commissioners.
- 2.6. Amenities shall be provided for the manufactured home park as follows:
 - 2.6.1. A clubhouse at least 1,200 square feet in area.
 - 2.6.2. A pool with at least 1,000 square feet of surface area, with surrounding decking no less than 6 feet wide measured from the pool, and compliant with ADA standards.
 - 2.6.3. A dog park, including a shade pavilion and benches.
- 2.7. The Development Review Committee may not grant waivers from the preceding requirements absent an amendment to this Agreement.
- ~~2.7.~~2.8. Incorporate May 21, 2024 Conceptual Illustration provided by Rezoning Case No. 240505ZC Applicant/Agent D. Tillman.
3. **Other Development.** If Developer develops the Property other than as a mobile home park, it shall do so in compliance with all provisions of the County Code including the Land Development Regulations.
4. **Duration.** This Agreement shall be for a term of thirty (30) years from the Effective Date. Developer shall record this Agreement in the Public Records of Marion County, Florida, at its sole expense.

5. **Amendment.** Any amendment to this Agreement shall be processed by Marion County pursuant to the provisions of Florida law or the County Code for rezonings, including at least two (2) public hearings (one of which may be before the Planning & Zoning Commission), and notice to neighboring property owners.
6. **Notices.**
 - 6.1. All notices, requests, consents and other communications (each a “Communication”) required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed 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:
 - 6.1.1. If to County: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: tracy.straub@marionfl.org.
 - a. With a copy to: County Attorney Matthew Guy Minter, 601 SE 25th Avenue, Ocala, FL 34471; email: matthew.minter@marionfl.org.
 - 6.1.2. If to Developer: Attn: Ohad Peri, 3225 McLeod Drive, Suite 100, Las Vegas, NV 89121; email: peri@triplepventure.com.
 - 6.1.3. If to any successor in title to Developer: The address of such successor as set forth on the latest records of the Marion County Property Appraiser for such successor of, if there is no such address, at the address of the successor as set forth in the deed to the successor, on Sunbiz.org or as otherwise determined by County in its reasonable discretion.
 - 6.2. Each such Communication shall be deemed delivered:
 - 6.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
 - 6.2.2. On the date of email transmission if by email (subject to paragraph 6.5); and
 - 6.2.3. 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.
 - 6.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email 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.
 - 6.3. 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.
 - 6.4. 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.
 - 6.5. Concerning Communications sent by email:

- 6.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 6.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 6.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 6.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- 6.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

7. **Remedies.**

- 7.1. All obligations contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
- 7.2. No party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting party has provided to the party alleged to be in default a written specifying the specific nature of the default, and the alleged defaulting party has failed to cure the default within thirty (30) days of the effective date of the default notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

- 8. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

9. **Successors and Assigns.**

- 9.1. The rights and obligations of Developer hereunder are appurtenant to the Property. Therefore, upon a sale or other conveyance of the Property, the transferor shall be relieved of all liability under this Agreement arising after the transfer, and the transferee shall be obligated to perform this Agreement after the transfer; it shall not be necessary for the transferee to execute any documents for such obligation to be effective.
- 9.2. All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
10. **Severability Clause.** Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
11. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
12. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
13. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
14. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the Parties have entered into this Agreement effective the date first set forth above.

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SIGNATURES START ON NEXT PAGE**

DEVELOPER

140 MHC, LLC, a Florida limited liability company

By: Triple P Ventures, LLC, a
Wyoming limited liability company, its
sole Manager

By: _____
Ohad Peri as Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 202__, by Ohad Peri, as Manager of Triple P. Ventures, LLC, a Wyoming limited liability company, as sole manager of 140 MHC, LLC, a Florida limited liability company, on behalf of company.

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 blanks below).

Type of Identification Produced: _____

COUNTY

MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida, by its Board
of County Commissioners

By: _____
Michelle Stone as Chair

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

Matthew Guy Minter, County Attorney

**EXHIBIT A
PROPERTY**

**THE WEST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF
SECTION 10, TOWNSHIP 17 SOUTH, RANGE 23 EAST**

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