

ATTACHMENT D

This Instrument Prepared by and Record and Return to:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

DEVELOPER'S AGREEMENT CONCERNING CONDITIONAL ZONING

THIS DEVELOPER'S AGREEMENT CONCERNING CONDITIONAL ZONING (the "Agreement") is entered into this _____, 2025, by and between:

- Investment Sites, LLC, an Illinois limited liability company ("Developer"); and
- Marion County, a political subdivision of the State of Florida ("County").

WHEREAS:

- A. On or about _____, the Board of County Commissioners of Marion County, Florida (the "County Commission") adopted Ordinance No.: ____ (the "Rezoning Ordinance") approving the rezoning of the real property (the "Property") described on the attached **Exhibit A**, to a Recreational Vehicle Park ("P-RV") zoning category.
- B. The Rezoning Ordinance provided it would not be effective until Developer entered into this Agreement.
- C. Chapter 85-464, Laws of Florida, authorizes the County Commission to provide for conditional zoning under the circumstances set forth therein.
- D. The conditions in this Agreement are consistent with Chapter 85-464 in that:
 - 1). The conditions were proffered in writing by the owner of the Property – Raymond Rains, as Personal Representative of the Estate of John Rains, Sr. ("Prior Owner") – prior to the public hearing of the County Commission at which the Rezoning Ordinance was adopted and the rezoning was approved.
 - 2). No condition in this Agreement:
 - i) Is not in conformance with the Marion County Comprehensive Plan.
 - ii) Establishes a minimum size for dwelling units or prohibits the construction or use of real property for assisted housing.
 - iii) Was subject to negotiation by the County Commission.
 - 3). No agreement was made by the County to rezone the Property in exchange for the proffer of the conditions that were offered by the Prior Owner and as set forth herein.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

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1. **Limit on Use.**
 - 1.1. The Property shall be used only as an expansion of the existing recreational vehicle park (the “RV Park”) located on Marion County Tax Parcel ID No.: 46055-000-00 (the “Eastern Parcel”) to the east of the Property owned by Sunkissed Village RV Resort, LLC, an Illinois limited liability company (the “Sunkissed Village”).
 - 1.2. Sunkissed Village is under common ownership and control with Developer.
 - 1.3. In no event shall the:
 - 1.3.1. The Property be owned by someone other than Developer, Sunkissed Village, or an entity under common ownership and control with Developer or Sunkissed Village. This does not prohibit Developer from owning the Property and Sunkissed Village from owning the Eastern Parcel; or
 - 1.3.2. The RV Park on the Property be operated by someone other than Developer, Sunkissed Village, or entity under common ownership and control with Developer or Sunkissed Village.
2. **Buffering.** As set forth on the Concept Plan, a copy being attached as **Exhibit B:**
 - 2.1. The south boundary of the Property shall be buffered with a standard Type D buffer per Section 6.8.6 of Land Development Code.
 - 2.2. The west and north boundaries of the Property shall be buffered with a modified Type D buffer as set forth on the Concept Plan.
 - 2.3. In establishing the buffers, Developer shall attempt to preserve existing vegetation to the extent it does not interfere with the planting of vegetation as required by this Agreement and the Marion County Land Development Code (the “LDC”).
3. **Lighting.** The lighting in the RV Park shall be consistent with the following:
 - 3.1. There will be two types and heights of lights:
 - 3.1.1. Streetlights along the east-west center drive aisle and amenity facilities (typical location labeled “STREET LIGHT” on Concept Plan) which will be no more than 20 feet in height and shall be generally consistent with the lighting set forth on the attached **Exhibit C**.
 - 3.1.2. Post lamps along all other drive aisles (typical location labeled “POST LAMP” on Concept Plan) no more than 12 feet in height and shall be generally consistent with the lighting set forth on the attached **Exhibit D**.
 - 3.2. All lighting shall comply with the County LDC.
4. **No Access to 80th.** Under no condition shall the RV Park utilize SE 80th Avenue for ingress or egress.
5. **Amendment.** This Agreement may not be amended except pursuant to a request for rezoning brought under the LDC or other provisions of the County Code. Notice of such request shall be

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provided to owners of parcels contiguous to the north, south and western boundaries of the Property and, concerning the western boundary, noncontiguous parcels located between SE 80th Avenue and parcels contiguous to the Property.

6. **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.
7. **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.
8. **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. 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 executed this Agreement effective the day and year first written above.

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SIGNATURES START ON NEXT PAGE**

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DEVELOPER

Investment Sites, LLC, an Illinois limited liability company

By: Jennings Realty, Inc., an Illinois corporation, its Manager

By: _____
Jay M. Lapat as President

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____, 2025, by Jay M. Lapat, as President of Jennings Realty, Inc., an Illinois corporation, as Manager of Investment Sites, LLC, an Illinois limited liability company, on behalf of company.

Notary Public, State of Illinois
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: _____

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COUNTY

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

By: _____
Kathy Bryant, 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

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EXHIBIT A PROPERTY

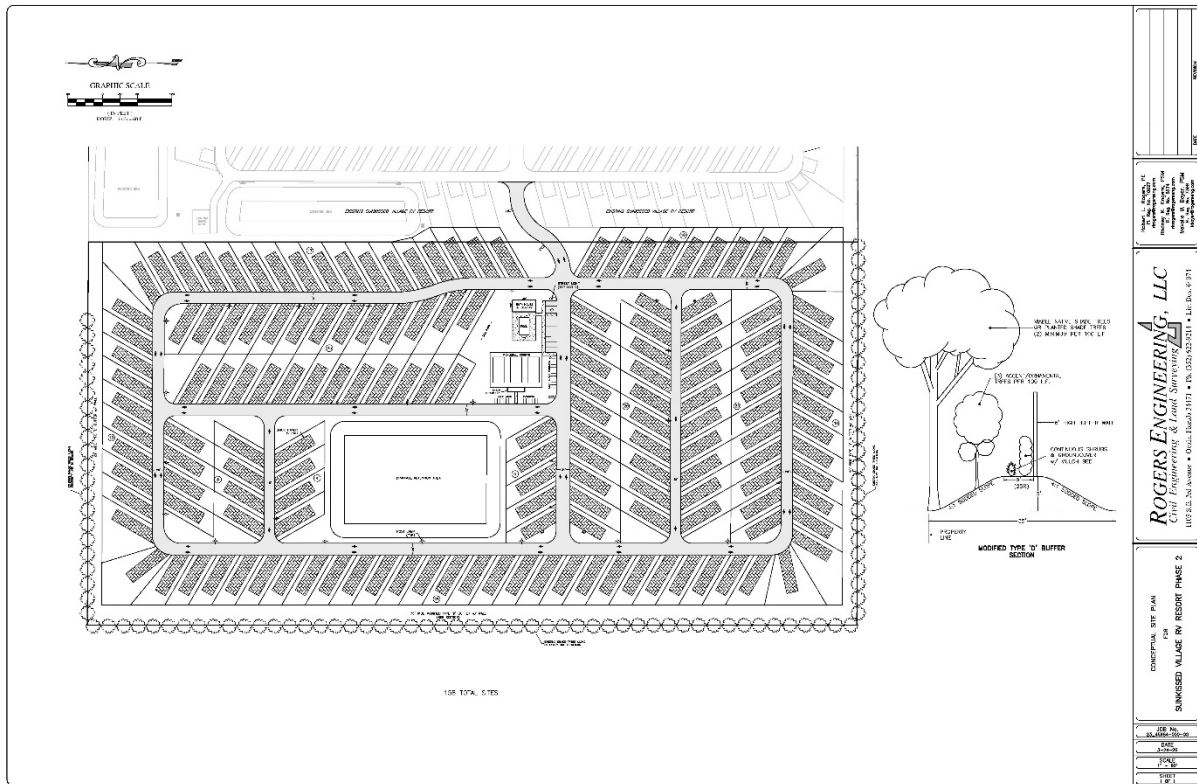
The East ½ of the SW ¼ of the NW ¼ of Section 16, Township 17 Range 23 East,
Marion County, Florida

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EXHIBIT B CONCEPT PLAN

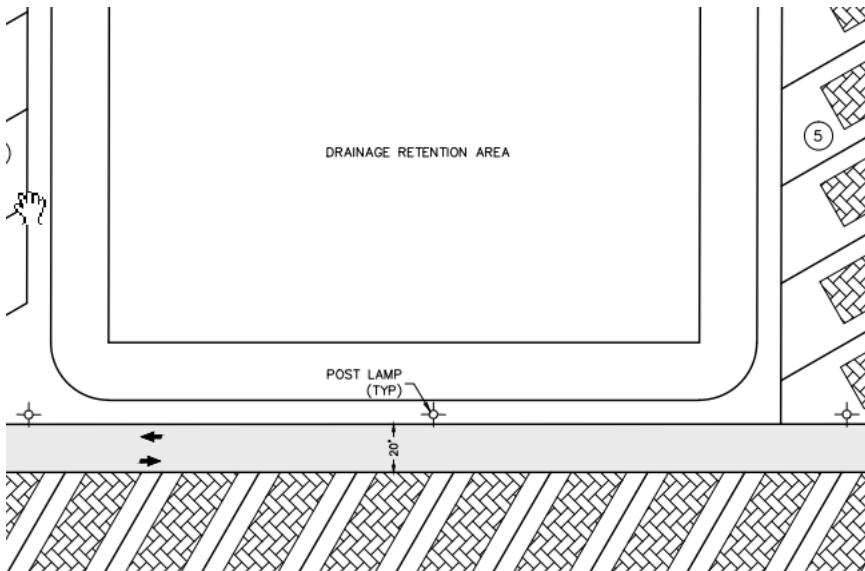
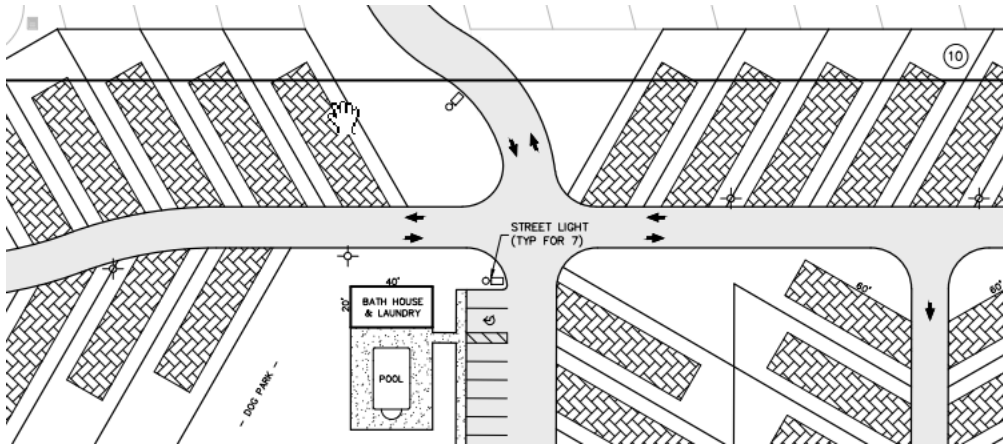
See attached.

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Blow ups showing typical light location attached

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EXHIBIT C 3.1 LIGHTING



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EXHIBIT D 3.2 LIGHTING



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