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INSTRUMENT # 2347183 14 PGS

2007 JUN 18 11:11 AM BK 3621 PG 324

J. K. "BUDDY" IRBY

CLERK OF CIRCUIT COURT

ALACHUA COUNTY, FLORIDA

CLERK3 Receipt#334708

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is made as of this 21st day of May, 2007, by and between **THE CITY OF ALACHUA, FLORIDA**, a municipal corporation ("City") and **ALACHUA SELF STORAGE, INC.**, a Florida corporation ("Developer").

RECITALS

WHEREAS, the Developer desires to construct the fifth addition to the Alachua Self Storage consisting of approximately two new mini-warehouse structures, an attached office unit and an open air pole barn totaling approximately (24,075 ft²) and associated site parking (20 additional parking spaces) located at 14024 US Highway 441 in the City of Alachua ("Project"), which would provide warehouse storage for members of the public, including citizens of the City of Alachua;

WHEREAS, a Site Plan depicting the improvements contemplated by the Developer was approved by the Planning & Zoning Board (PZB), known as the (Local Planning Agency), during a quasi-judicial public hearing held December 12, 2006, whose recitals are referenced hereto as **Exhibit "A" ("Project")**;

WHEREAS, a condition of the Site Plan Approval by the LPA was that the Developer shall connect to public wastewater facilities in the future in accordance with the Comprehensive Plan;

WHEREAS, failure to connect the Project to public facilities in the future would constitute a major deviation to the Site Plan and place the Project in default;

WHEREAS, the first four phases of the Alachua Self Storage Project were permitted and developed under the old Comprehensive Plan;

WHEREAS, wastewater service is not currently available to the project because the property owner to the West has not granted a Public Utility Easement to the City, therefore, the Developer can not connect to public wastewater facilities immediately.

WHEREAS, the real property for the Project is described as Parcel Number 03953-002-000, whose legal description is attached hereto as **Exhibit "B"** ("**Property**");

WHEREAS, the Developer is willing to construct the Project in the City of Alachua and construct public improvements necessary to connect the Project to public wastewater facilities as evidenced in a letter dated December 7, 2006 from the City Manager to the Developer which was entered into the public record during the LPA quasi-judicial public hearing held on December 12, 2006, and is attached hereto as **Exhibit "C"** ("**Improvements**");

WHEREAS, the City acknowledges and agrees that this Agreement substantially benefits the City by advancing the health, safety, and welfare of its citizens by providing connection to public facilities;

WHEREAS, the City acknowledges and agrees that this Agreement substantially benefits the City in carrying out its comprehensive plan objectives and its capital improvement planning program to provide certainty in planning and scheduling public facilities concurrent with the development of projects to serve the citizens at the City of Alachua;

WHEREAS, the City acknowledges that providing the infrastructure along US Highway 441 will serve a public purpose by benefiting the citizens and ratepayers of the City of Alachua;

WHEREAS, the City finds this Agreement is consistent with its Comprehensive Plan and its Land Development Regulations, more specifically, Goal 9, Policy 9.1 within the Future Land Use Map (FLUM) Element and Policy 1.2.h within the Community Facilities and Natural Groundwater Aquifer Recharge (CFNGAR) Element; and

WHEREAS, the City is not required to spend any funds, in order for Developer to complete the improvements required by this Agreement.

NOW THEREFORE, in consideration of the above recitals and the following terms and conditions, the City and the Developer covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference, and all of the exhibits referenced therein are incorporated herein by reference.

2. Lands affected. The Developer shall construct the Project as outlined herein and must satisfy all conditions outlined in **Exhibit "C"** prior to issuance of a Certificate of Occupancy.

3. Effective Date; Duration of Agreement. This Agreement shall become effective immediately when it has been signed by or on behalf of the City and the Developer ("the Effective Date"). This Agreement shall be recorded in the public records of Alachua County, the Developer shall be responsible for paying all costs of recording. This Agreement shall terminate on the earlier of the following dates: (A) the date on which the construction of the Project and Improvements have been completed or (B) the second anniversary of the Effective Date, unless otherwise extended or terminated as provided for herein.

4. Use of Lands. The Developer shall use the Property solely to construct the Project and Improvements for the fifth addition to Alachua Self Storage.

5. Compliance. The City may, in its sole discretion, withhold building permits and inspections in the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

6. Acceptance by City. After the completion of the Improvements, the City shall inspect them and, if the Improvements comply with all applicable statutes, ordinances, rules and regulations, the Improvements will be presented to the City Commission for approval and dedication of the Improvements to the City for the City to upkeep and maintain.

7. Public Facilities - Wastewater. The Developer shall provide wastewater facilities in accordance with the rules and regulations of the Florida Department of Environmental Protection and the City of Alachua. The wastewater facilities shall consist of a 4 foot diameter manhole, 8 inch PVC wastewater pipe extended west from the manhole to the northwest property corner for future connection to the City's wastewater system and capped, one length (fourteen feet) of 8" PVC pipe extended east from the manhole and capped, and a 4" wastewater service lateral extended to the point of connection to the Project's existing septic tank system. The Developer shall submit to the City's Public Services Department construction plans for the Project's wastewater facilities for the City's approval prior to commencing work on the Improvements.

The Developer shall provide a 15 ft wide public utilities easement (PUE) along the northern property boundary for the Project. The 15 ft PUE shall be

located immediately south of an existing 15 ft wide PUE providing an overall PUE of 30 ft in width along the entire northern property boundary for the project. The wastewater facilities indicated above shall be constructed within the new 15 ft PUE.

The Developer shall obtain a permit from the Florida Department of Environmental Protection to construct the wastewater facilities. Construction of the new wastewater facilities must be completed and accepted by the City prior to issuance of a Certificate of Occupancy for the Project. Developer shall obtain approval from Alachua County Health Department to add the additional flow from the proposed improvements into the Developers existing septic system and shall only be required to connect to the City's Wastewater Collection System when future development to the west of the subject property is placed into service. This connection shall occur within 45 days from the date upon which the collection system to the west of the subject property is placed into service. At which time Developer shall abandon the septic tank system in accordance with all requirements of Alachua County Health Department.

8. Certificate of Concurrency Compliance. It is the obligation of the Developer to apply for and receive from the City a Certificate of Concurrency for public facilities being utilized for the Project when the Developer connects to the city wastewater facilities.

9. Environmental Standards. The Developer shall abide by all environmental standards applicable for the Project, including, but not limited to, those contained in the City of Alachua Comprehensive Plan and Land Development Regulations.

10. Hazardous Materials. The Project also is subject to the jurisdictional authority of the Alachua County Environmental Protection Department, the Florida Department of Environmental Protection, the Suwannee River Water Management District, and the Alachua County Public Health Department for the handling of any hazardous materials.

11. Development Conditions. The Developer shall adhere to the requirements of all permits necessary for the Project.

12. Consistency with City of Alachua Comprehensive Plan and Land Development Regulations. The City has adopted a Comprehensive Plan and Land Development Regulations in accordance with Chapter 163, Part II, Florida Statutes. The City finds the Project is consistent with the City's Comprehensive

Plan and the City's Land Development Regulations including, but not limited to the following:

City of Alachua Comprehensive Plan – Future Land Use Map Element:

GOAL 9: Water and Wastewater Service. The City will ensure that new development within the corporate limits, where potable water and wastewater service are available and all areas within ¼ mile of potable water and wastewater service, shall connect to the City of Alachua's potable water and sanitary sewer system.

Policy 9.1 Any new development within Commercial and Industrial Land Uses within the corporate limits, where potable water and wastewater service are available and all areas within ¼ mile of potable water and wastewater service, shall connect to the City of Alachua's potable water and sanitary sewer system.

City of Alachua Comprehensive Plan – CFNGAR Element

Policy 1.2.h Any new Commercial and Industrial development, within the corporate limits, where wastewater service is available and all areas within ¼ mile of wastewater service, shall connect to the City of Alachua's sanitary sewer system. This shall include expansions to an existing Commercial and Industrial development site within the corporate limits, where wastewater service is available and all areas within ¼ mile of wastewater service.

13. Permits, Conditions, Terms, and Restrictions Not Addressed. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer or the City of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

14. Completion of Project. The Developer shall complete the Project and complete the on-site Wastewater Improvements on or before March 31, 2009.

15. Default. If the Project and the on-site Wastewater Improvements are not complete and accepted by the City on or before March 31, 2009, then the Developer shall be deemed to be in default of this Agreement and the Site Plan shall be null and void.

16. Duration. The Developer acknowledges that this Agreement does not extend the duration of any site plans, permits or approvals.

17. Contracting. In undertaking the Improvements described in this Agreement, the Developer shall abide by all applicable statutes, laws, rules and regulations for awarding the contracts necessary to complete the Improvements.

18. No Burden on Property. The Developer acknowledges that the requirements of this Agreement in no way inordinately burden any existing or anticipated use of the Property.

19. Expenditures by City. Nothing in this Agreement shall be deemed to obligate the City to expend any monies.

20. Assignment. The Developer may not assign this Agreement to any other party, without the express written approval of the City of Alachua, which approval shall not be unreasonably withheld.

21. Due Diligence. The City and the Developer shall each use due diligence in performing their obligations under this Agreement.

22. Joint Preparation. This Agreement has been drafted with the participation of the City and the Developer and their respective counsel and shall not be construed against any party on account of draftsmanship.

23. Binding Effect. The burdens of this Agreement shall be binding upon, inure to the benefits of this Agreement and shall inure to all successors in interest to the parties of this Agreement.

24. Captions and Headings. Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.

25. Applicable Laws, Jurisdiction, and Venue. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Alachua County, Florida.

26. Enforcement. Neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees from the other party.

27. Force Majeure. Neither the City nor the Developer shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the City's control, including, but not limited to, war; force of nature (by way of illustration, but not by way of limitation, fire, earthquake, and sinkholes); labor disputes; and manufacturing, supplier, or transportation shortages or delays.

28. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed.

29. Notices. All reports required by this Agreement shall be sent to the following:

For the City: Office of the City Manager
 Post Office Box 9
 Alachua, Florida 32616

Copy to: Planning and Community Development Director
 Post Office Box 9
 Alachua, Florida 32616

For the Developer: Alachua Self Storage, Inc.
 Ardene Wiggins, President
 Post Office Box 1857
 Alachua, Florida 32616-1857

30. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

31. Amendment. This Agreement may be amended by mutual written consent of the City and the Developer, so long as the amendment meets applicable City ordinances, and Florida law.

32. Entire Agreement. This Agreement represents the entire Agreement and no prior or representations shall be binding upon either the City or the Developer, unless specifically incorporated herein by reference, whether such prior or present agreements have been made orally or in writing.

33. No Other Beneficiaries. There are no third-party beneficiaries to this Agreement.

Passed and duly adopted by the Commission of the City of Alachua, Florida, this 24th day of May, 2007.

Attest

**City Commission
City of Alachua, Florida**

Clovis Watson, Jr., MPA
City Manager

By: Gib Coerper

Gib Coerper, Mayor

Approved as to form:

Marian B. Rush
Marian B. Rush
City Attorney

City Seal

Witnesses:

Donna Murray
Donna Murray

Alachua Self Storage, Inc.

By: J. Ardene Wiggins

Name: J. Ardene Wiggins

Title: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument has been acknowledged, sworn to and subscribed by me this 15 day of May, 2007, by J. Ardene Wiggins as President of Alachua Self Storage, Inc., a Florida corporation, on behalf of the company, who is personally known to me or produced his Florida drivers license as identification.

(NOTARY SEAL)



Danna Murray
Notary Public State of Florida
My Commission Expires: _____

Corporate Seal

COVER SHEET FROM FINAL SITE PLAN
SIGNED AND SEALED ON
NOVEMBER 30, 2006 BY
ROBERT WALPOLE, P. E.

FOR

DEVELOPMENT NOTES

2. LAND USE DESIGNATION = COMMERCIAL
3. ZONING DESIGNATION = C1
4. PROPOSED USE:
= MINI-WAREHOUSE WITH OFFICE
5. MAX BUILDING HEIGHT = 25 FT. MAXIMUM
6. SIGNAGE SHALL BE CONSISTENT WITH ARTICLE 6, SECTION 8.5.4 CITY OF ALACHUA LOR

7. PARKING: REQUIRED SPACE 5
SELF STORAGE 3

18 EXISTING SPACES + 1 EXISTING HANDICAP SPACES + 16 EXISTING SPACES + 4 PROPOSED REGULAR SPACES = 39

PROVIDED

8. STORMWATER MANAGEMENT - DISCHARGE ALL SITE RUNOFF TO AN EXISTING STORMWATER MANAGEMENT FACILITY LOCATED ON SUBJECT PROPERTY. THE EXISTING FACILITY IS A RETENTION/DETENTION SYSTEM FOR SWAMP POND NUMBER 0096-0447.

9. UTILITIES - ELECTRIC BASED ON CITY OF ALACHUA UTILITIES SERVICES PROVIDED BY CONNECTION TO ON-SITE FACILITIES OR FROM PUBLIC UTILITY. WATER SUPPLY BASED ON CITY OF ALACHUA UTILITIES SERVICES. GAS REQUIRED FOR THE PHASE OF CONSTRUCTION. WATER TO BE CONNECTED BY A NEW WATER METER. SANITARY SEWER TO CONNECT TO THE EXISTING SANITARY SEWER.

10. IMPACT ANALYSIS STATEMENT:

1) TRAFFIC
TRAFFIC VOLUMES ARE BASED ON THE ITE (INSTITUTE OF TRANSPORTATION ENGINEERS'S

*POLE BARN NOT INCLUDED IN TOTALS AS IT GENERATES NO NEW TRAFFIC.

8) POTABLE WATER
2,800 S.F. @ 10 GPD/SF = 280 GPD OR 0.85 EPC

N) WASTEWATER (PER FAC 64E-8.008)

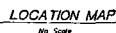
2,800 S.F. x .10 GPD/SF = 280 GPD OR 0.83 EAC

$$2,800 \text{ S.F.} \times .05 \text{ CY/100 SF/ WEEK} = 1.4 \text{ CY/WEEK}$$

V) PARKS NO IMPACT

11. LIGHTING:

NO PARKING LOT LIGHTING IS PROPOSED, THEREFORE, NO PHOTOMETRIC OR LIGHTING PLAN IS NECESSARY.



SEPTEMBER 29, 2006

EXHIBIT B

This Document Prepared By and Return to:
Darryl J. Tompkins, Esquire
Darryl J. Tompkins, P.A.
102 South Main Street
P.O. Box 519
Alachua, FL 32616

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 11/22/1999 10:04
Document ID 1646984
Book/Page 2264/ 807

DTAX 1,837.50

Parcel ID Number: 03953-002-000, 03953-003-000

Warranty Deed

This Indenture, Made this 18th day of November, 1999 A.D., Between
J. Ardene Wiggins, a married man

of the County of Alachua, State of Florida, grantor, and
Alachua Self Storage, Inc., a Florida corporation

whose address is: P.O. Box 1857, Alachua, FL 32616

of the County of Alachua, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

TEN DOLLARS (\$10) DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Alachua, State of Florida to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or common to the subdivision;
- C. Taxes for the year 1999 and subsequent years.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

In Witness Whereof, the grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Tricia H. Greenleaf (Seal)
Printed Name: Tricia H. Greenleaf
Witness
J. Ardene Wiggins
P.O. Address: P.O. Box 1857, Alachua, Florida 32616

Shannon L Price
Printed Name: Shannon L Price
Witness

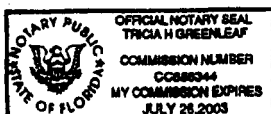
STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this
J. Ardene Wiggins, a married man

18th day of November, 1999 by

who is personally known to me or who has produced

as identification.



Tricia H. Greenleaf
Printed Name: Tricia H. Greenleaf
Notary Public
My Commission Expires:

EXHIBIT B

OR Book 2264 Page 808

EXHIBIT "A"

The NW-1/4 of the NE 1/4 of Section 24, Township 8 South, Range 18 East, Alachua County, Florida; lying South of State Road 25 (U.S. Hwy. 441), less and except the East 400.00 feet and the West 463.28 feet thereof; being more particularly described as follows:

Commence at a concrete monument (PLS 509) at the SE corner of said NW 1/4 of NE 1/4 and run thence South 89 deg. 35 min. 43 sec. West, along the South boundary thereof 400.00 feet to a concrete monument (PLS 509) at the Southwest corner of said East 400.00 feet and the Point of Beginning, thence continue South 89 deg. 35 min. 43 sec. West, 373.52 feet to a concrete monument (PLS 1772) at the Southeast corner of said West 463.28 feet, thence North 02 deg. 26 min. 17 sec. West, along the East line of said West 463.28 feet, 878.91 feet to a rebar and cap (ACLS, Inc.) on the Southerly right of way line of State Road 25 (U.S. 441 - 200 foot right of way), said point being on the arc of a curve, concave southerly and having a radius of 2764.79 feet, thence Easterly along and with the arc of said curve and along said right of way line through a central angle of 07 deg. 53 min. 15 sec. an arc distance of 380.61 feet and a chord bearing and distance of North 86 deg. 22 min. 02 sec. East, 380.31 feet to a rebar and cap (ACLS, Inc.), at the Northwest corner of said East 400.00 feet, thence South 01 deg. 59 min. 46 sec. East, along the West line of said East 400.00 feet, 900.12 feet to the Point of Beginning. TBD

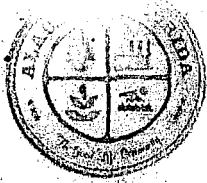


EXHIBIT C
City of Alachua
The Good Life Community
Celebrating a Century
1905-2005

Ala Self
Clovis Watson, Jr., MPA
City Manager

Storage 5/11/07

FILE

Jean Calderwood
Mayor

Gib Coerper
Vice-Mayor

James Lewis
Commissioner

Orien Hills
Commissioner

Bonnie Burgess
Commissioner

December 7, 2006

INSTRUMENT # 2347183
14 PGS

Mr. Ardene Wiggins
Alachua Self Storage, Inc.
PO Box 1857
Alachua, Florida 32616-1857

Subject: Alachua Self Storage, Fifth Addition, Wastewater Service

Dear Mr. Wiggins,

After careful consideration of all the information presented regarding the referenced development, the City of Alachua agrees to support development of the referenced development conditioned upon the following requirements:

1. The developer must design a wastewater collection system connection point for the proposed development using a qualified professional engineer. The connection point must consist of, at minimum, a standard 4 ft diameter manhole with a service lateral extended to the developments septic tank, and on length of 8" PVC pipe stubbed out to the east and to the west. The wastewater collection system connect point should be located at the northwest corner of the development where it will connect to the proposed wastewater collection system of future development to the west.
2. The developer must provide a 30 foot wide public utility easement (PUE) along the entire northern property line of the development for future utility construction.
3. The developer must obtain a permit from the Florida Department of Environmental Protection (FDEP) to construct the wastewater collection system designed for the development.
4. The developer must construct the wastewater collection system.
5. The developer must obtain Alachua Count Health Department approval for the additional flow to the existing septic system at the development.
6. Once the wastewater collection system of future development is placed into service by the City of Alachua, the developer must connect to the City's

CITY OF ALACHUA
2006 DEC - 7 P 3: 25

901 NW 140th St.
Alachua, Florida
32615

P. Box 9
32616

EXHIBIT C

wastewater system and abandon the septic tank system in accordance with all requirements of the Alachua County Health Department.

The City of Alachua greatly appreciates your willingness to work through the difficulties associated with this issue. We must state that 1) the existence of a septic tank system on your site and 2) recognition that this is your final addition was critical in our reasoning for taking this position. We trust that you find these conditions acceptable. Please be advised that our recommendation to the Planning and Zoning Board for approval does not guarantee approval by that Board.

Please advise if you have questions or comments. Thank you.

Sincerely,

Clovis Watson, Jr., MPA
City Manager

C: ~~Danielle~~ Judd, Assistant City Manager
Mike New, PE, Public Services Director
John Swilley, Wastewater System Supervisor
Robert Walpole, PE, Project Manager – Causseaux and Ellington, Inc.
Project file

\\newdevelopment\AlachuaSelfStorage\wastewatersystem\tr102306.doc

City of Alachua

15001 NW 140th St., Alachua, Florida 32615 Box 9 32616
Phone 386.462.1231 fax 386.462.1985
www.cityofalachua.com