



## FIRST AMENDMENT TO DEVELOPER AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made this 28<sup>th</sup> day of January, 2019, to the Developer Agreement ("Agreement") dated May 21, 2007 by and between **THE CITY OF ALACHUA, FLORIDA**, a municipal corporation ("City") and **ALACHUA SELF STORAGE, INC.**, a Florida Corporation, ("Developer") and agreed as follows:

### WITNESSETH

**WHEREAS**, the Agreement was entered into for the public purposes recited therein and was recorded in Official Records Book 3621, Page 324 of the Public Records of Alachua County, Florida; and

**WHEREAS**, wastewater service was not available to the Project at the time of the Agreement and is still not available to the Project; and

**WHEREAS**, the Developer has provided a fifteen (15) foot wide Public Utilities Easement (PUE) along the Northern property boundary for the Project as required by the Agreement; and

**WHEREAS**, certain other wastewater facilities were not installed within the Project however since it was and is still not financially feasible to connect to public waste water facilities and, by its terms, the Agreement was to 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, to wit May 21, 2009, unless otherwise extended or terminated as provided herein; and

**WHEREAS**, the City based on the foregoing, finds it in the best interest of the Public and the Developer to acknowledge that the obligations of Developer to install certain waste water improvements on the Project site before service is available as contained in the Agreement, has terminated by its terms. Further, the Project was constructed and a certificate of occupancy was issued and the Developer is committed to connect to public waste water facilities when they are available along the north portion of the Project within the PUE; and

**WHEREAS**, Section 31 of the Agreement provides for amendment in writing and executed by the parties and the parties agree the amendment set forth herein is limited to this ongoing obligation. This amendment shall be recorded in the Public Records of Alachua County, Florida and shall be binding upon the City, Developer's successors in interest to the property and run with the land.

**NOW THEREFORE**, in consideration of the mutual benefit, promises and covenants herein contained, the City and Developer agree to amend the Agreement dated and made the 21<sup>st</sup> day of May, 2007 as follows:

- 1) The recitals and terms of the Agreement, not in conflict with this First Amendment, are true and correct and incorporated by reference. Those set forth herein true and correct and form a material part of this Amendment.
- 2) Section 3 of the Agreement shall be amended to provide that the Agreement shall terminate upon the earlier of the following dates: (a) the date on which the Developer or its successors and/or assigns connects to public waste water facilities or (b) the fifth anniversary of the date of this Amendment.
- 3) Section 7 of the Agreement is hereby replaced with the following: "Developer, shall be required to connect to the City waste water collection system when it is placed in service within PUEs granted to the City. This connection shall occur within forty-five (45) days from the date upon which the collection system is placed in service. At which time Developer shall abandon the septic tank system in accordance with all requirements of the Alachua County Health Department. Developer shall pay for access and connection to the City waste water collection system in accordance with the then current City of Alachua Ordinances and meet all then current City, County, and Florida Department of Environmental Protection Regulations, Design and Construction Standards".
- 4) The Developer attests that the terms of the Agreement and this First Amendment do not inordinately burden any of the property referenced or impacted.

**IN WITNESS WHEREOF**, the City Commission of the City of Alachua, Florida and Alachua Self Storage, Inc. have caused this Amendment to the Agreement to be executed and delivered as of the date and year of the last signature.

**\*\*SIGNATURE PAGES FOLLOW\*\***

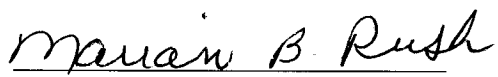
**CITY OF ALACHUA, FLORIDA**

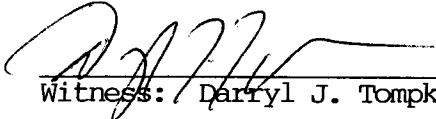
ATTEST:

  
Adam Boukari, City Manager/City Clerk

  
Gib Coerper, Mayor

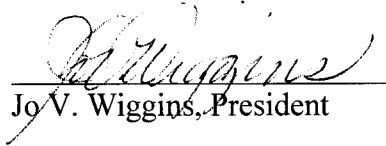
Approved as to form this 28<sup>th</sup> day of January, 2019.

  
Marian B. Rush, City Attorney

  
 Witness: Darryl J. Tompkins

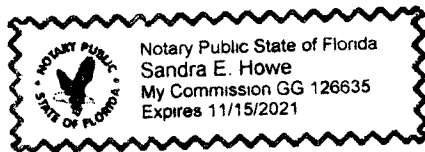
**Alachua Self Storage, Inc., a  
 Florida Corporation**

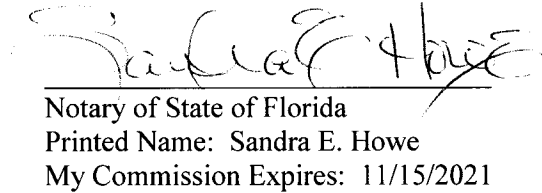
  
 Witness: Sandra E. Howe

  
 Jo V. Wiggins, President

STATE OF FLORIDA  
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2019 by Jo V. Wiggins as President of Alachua Self Storage, Inc., a Florida Corporation, on behalf of the Corporation, who is personally known to me or who has produced her Florida Drivers License as identification.



  
 Notary of State of Florida  
 Printed Name: Sandra E. Howe  
 My Commission Expires: 11/15/2021