

R/Betty Richardson  
City of Leesburg  
P. O. Box 490630  
Leesburg, Florida 34749-0630

CFN 2001039463  
BOOK 01939 PAGE 2216 - 2221  
DATE: 04/30/2001 09:23:35 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 25.00  
TRUST FUND 3.50

## DEVELOPER'S AGREEMENT

This DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into as of this 24th day of April, 2000 by and between THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), whose mailing address is Post Office Box 490630, Leesburg, Florida 34749-0630, and MICHAEL & SUSAN BRUNER, his wife, as individuals/property owners (hereinafter referred to as "Bruner's") whose mailing address is 2014 Old Tavares Road, Leesburg, FL 34748.

### RECITALS

WHEREAS, the Bruner's own property which is subject of a petition for rezoning to allow Highway Commercial (C-3) uses (hereinafter referred to as "Development");

WHEREAS, the same property is subject of a petition for a conditional use permit to allow an auto body repair shop to include painting (hereinafter referred to as "Development");

WHEREAS, the property is legally described as:

The East 303.25 feet of the West 321.25 feet of the South 825 feet of Government Lot 5 in Section 19, Township 19 South, Range 25 East, as described in the Public Records of Lake County, Florida.

NOW THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

The forgoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. Buffering.

All landscape buffers for the site shall be meet the requirements of Section 23-5, Landscape Buffering Requirements, of the City Code. The landscape buffer that

shall be provided along the eastern boundary shall be a minimum of twenty-five feet (25') in width utilizing the existing vegetation as the primary buffer.

3. Permitted Uses.

Use of the property shall be those uses permitted in the C-3 (Highway Commercial) zoning district, with the exception of Lot 5, as shown in Exhibit A or the lot which abuts the southern property boundary, which shall be limited to use as professional offices. This lot shall have a minimum north-south dimension of 200 feet. Any subdivision of land shall meet the requirements of the appropriate section(s) of the City Code.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of bona fide purchasers of the property for value and without actual notice of the existence of the agreement and the parties hereto and their respective successors and assigns. The agreement shall be recorded in the Public Records of Lake County, Florida.

5. Waiver: Modification.

The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof, and nothing other than a written document specifically doing so shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition imposed herein for its benefit, however to be effective such waiver must be specific and contained in writing. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written document signed by all parties hereto, and approved by the Leesburg City Commission at a public meeting.

6. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action or proceeding arising under this Agreement shall be in Lake County, Florida.

7. Application: Affect.

If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this

Agreement, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this Agreement shall continue in full force and effect as if it were entered into by the parties without including the portion found to be invalid or unenforceable. This Agreement does not, and shall not be construed to, create any third party beneficiary rights, and may not be enforced by any person or entity other than the named parties hereto, or their lawful successors in interest. No person or entity not named as a party to this Agreement shall have any cause of action against a named party for breach of this Agreement, or for failure by any party to enforce any term, condition or covenant hereof.

8. Notices.

Any notices which may be permitted or require hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows, or to such other addresses as a party may hereafter direct via written notice:

City: Tony Otte, City Manager  
 City of Leesburg  
 Post Office Box 490630  
 Leesburg, FL 34749-0530

Copy to: Planning and Zoning Manager  
 City of Leesburg  
 Post Office Box 490630  
 Leesburg, FL 34749-0630

Copy to: Fred A. Morrison, Esquire  
 McLin, Burnsed, Morrison, Johnson, Newman & Roy, P.A.  
 Post Office Box 491357  
 Leesburg, FL 34749-1357

Bruner's: Michael & Susan Bruner  
Michael's Collision  
2014 Old Tavares Road  
Leesburg, FL 34743

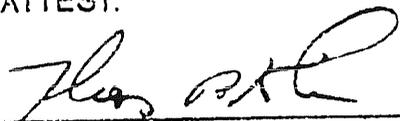
Copy to: Steven J. Richey, P.A.  
Steven J. Richey, Esquire  
Post Office Box 492460  
Leesburg, FL 34749-2460

9. Attorney's Fees.

In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

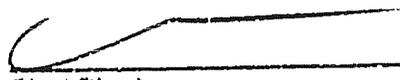
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated above.

ATTEST:



Thomas P. Klinker  
City Clerk of City of Leesburg

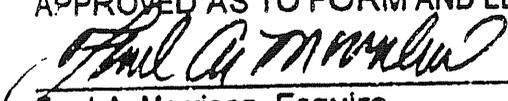
CITY COMMISSION:



Chet Blackmon  
Mayor

This 24<sup>th</sup> day of April, 2000

APPROVED AS TO FORM AND LEGALITY:



Fred A. Morrison, Esquire  
Attorney for the City of Leesburg

ATTEST:

Mary A Ludwig  
Print Name: Mary A Ludwig

Michael Bruner

Michael Bruner  
Michael Bruner

Delaine M. Henderson  
Print Name: Delaine M. Henderson

STATE OF FLORIDA  
COUNTY OF LAKE

The forgoing instrument was acknowledged before this 24<sup>th</sup> day of April 2000,  
by Michael Bruner, individual/property owner.



Steven J. Richey  
MY COMMISSION # CC617544 EXPIRES  
May 23, 2001  
BOBBED THRU TROY FARM INSURANCE, INC.

Steven J. Richey  
Notary Public  
May 23, 2001  
My Commission Expires:

ATTEST:

Steven J. Richey  
Print Name: Steven J. Richey

Susan Bruner

Susan Bruner  
Susan Bruner

Delaine M. Henderson  
Print Name: Delaine M. Henderson

STATE OF FLORIDA  
COUNTY OF LAKE

The forgoing instrument was acknowledged before this 25<sup>th</sup> day of April 2000,  
by Susan Bruner, individual/property owner.

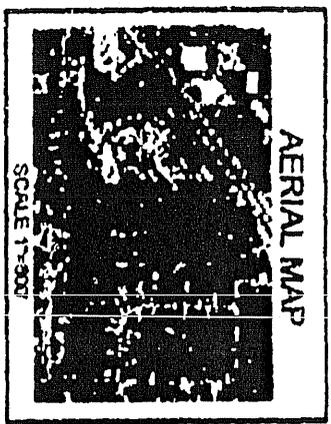
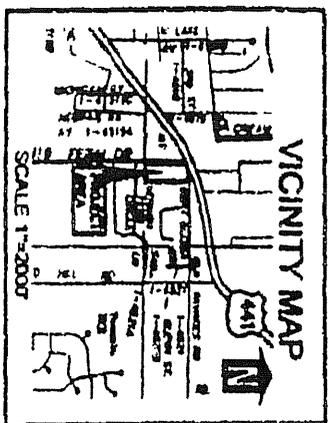
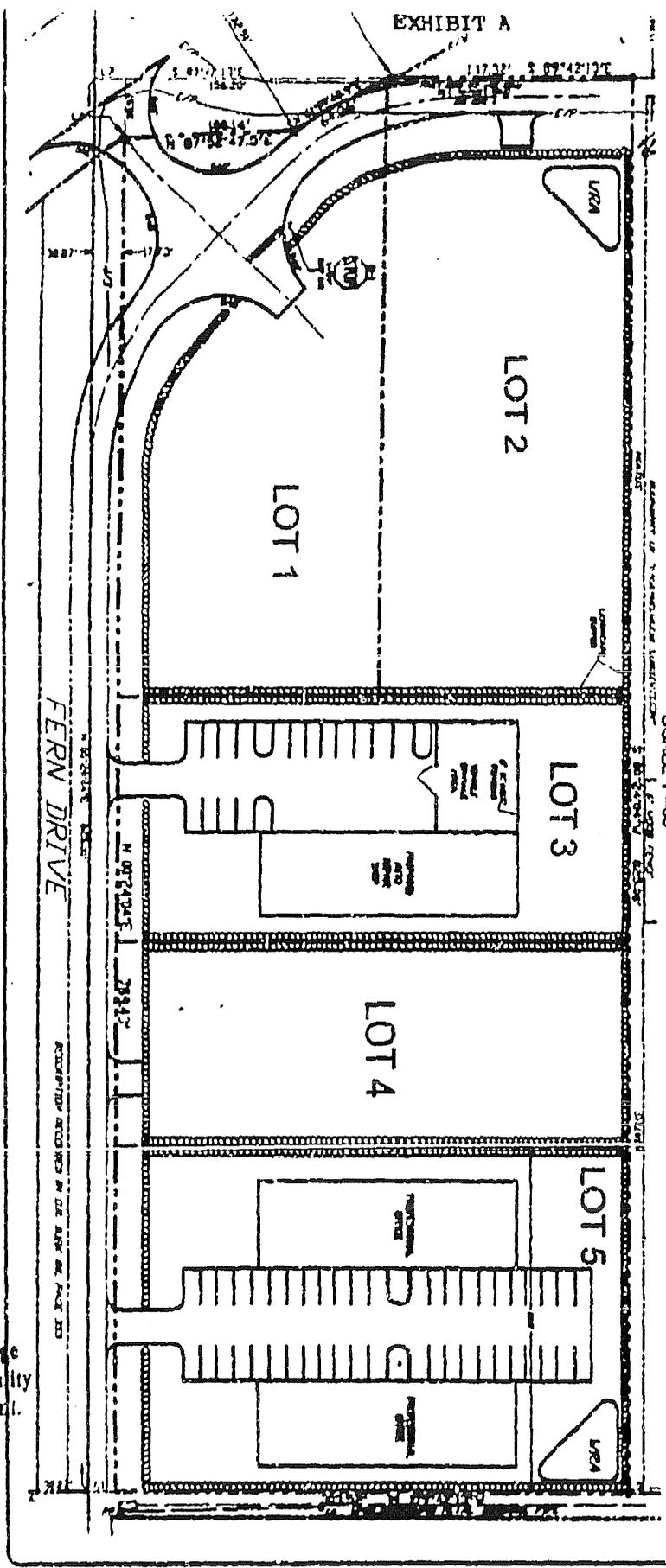
SEAL



Mary A Ludwig  
My Commission C0784231  
Expires April 16, 2002

Mary A Ludwig  
Notary Public  
April 16, 2002  
My Commission Expires:

EXHIBIT A



**LEGAL DESCRIPTION**

ONE SEVEN FIFTY SEVEN ACRES, MORE OR LESS, OF THE SEVEN AND SEVEN AND ONE HALF ACRES, IN DEED, LAKELAND, FLORIDA, LOTS ONE THROUGH FIVE WITHIN THE CORNER OF THE CITY OF LAKELAND, FLORIDA, AS SHOWN ON THE PLAT OF THE SEVEN AND SEVEN AND ONE HALF ACRES, SECTION NUMBER ONE, TOWNSHIP ONE NORTH, RANGE ONE WEST, COUNTY OF POLK, FLORIDA.

**NOTES**

AREA = 5.62 AC

The quality of this image is equivalent to the quality of the original document.

DATE	1/1/1
BY	
CHECKED	
APPROVED	

CLIP SITE PLAN

MILLENNIUM VILLAGE

OWNER  
MICHAEL & SUEAN RUPPER  
6788 LA 44  
GAINESVILLE, FLORIDA 32608  
PHONE 352-388-8888

GRIFFIN ENGINEERS  
2000 W. UNIVERSITY AVENUE, SUITE 200  
GAINESVILLE, FLORIDA 32607  
PHONE 352-388-8888  
FAX 352-388-8888