

**DEVELOPER AGREEMENT**  
("LAND DEDICATION FOR ROADWAY  
CONSTRUCTION")

THIS DEVELOPER AGREEMENT is made and entered into this 2nd day of March, 2021, by and between, Clay County Habitat for Humanity Inc., a Florida Not For Profit Corporation, hereinafter referred to as "Developer(s)", and the City of Green Cove Springs, a Florida municipal corporation, hereinafter referred to as "City".

WHEREAS, Developer owns lands located in Green Cove Springs, Clay County, Florida, and described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Property"); and

WHEREAS, the DEVELOPER is developing certain land within the CITY on parcel # 38-06-26-017053-000-00; and

WHEREAS, the Developer has submitted an application to split parcel # 38-06-26-017053-000-00 for the development of two single family homes; and

WHEREAS, Developer desires that the Property, which is a portion of parcel #38-06-26-017053-000-00 be dedicated to the City for the construction of a city owned roadway; and

WHEREAS, the dedication and construction of the proposed roadway will allow for the permitting of two single family homes meeting the density control requirements as set forth in Chapter 117, Article II, Division 3 of the City Code; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the property development; and

WHEREAS, the Developer shall be required to design and construct the city owned roadway meeting the specifications as set forth in Paragraph 2 within 12 months hereafter.

WHEREAS, the Developer shall be required to construct the city owned roadway meeting the specifications as set forth in Paragraph 2 below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **RECITALS**

All representation above are true and correct and incorporated herein.

2. **ROADWAY SPECIFICATIONS**

- a. Roadway shall connect to the existing asphalt driveway as shown on Exhibit A, Boundary Survey and extend for 60'.

- b. Roadway shall be a minimum of 12' wide with 6" thick fiber with 3,000 PSI Concrete.
- c. A minimum of 4 pipe bollards shall be placed at the end of the roadway.
- d. The roadway shall be constructed within 12 months of the approval of the Developer's Agreement.
- e. Guarantees and Sureties as set forth in Chapter 101, Article II, Division 5, Subdivision V shall be provided.

3. **IMPROVEMENT COMPLETION**

Notwithstanding anything herein to the contrary the DEVELOPER shall complete all improvements to the roadway to the written satisfaction of the CITY. Furthermore, the DEVELOPER shall convey the subject roadway to the City by warranty deed with title insurance for an amount of no less than \$10,000 within 15 days of final acceptance by the CITY. The CITY shall not approve a Certification of Occupancy until the CITY approves all roadway infrastructure plans and construction is completed.

4. **STANDARDS OF PROFESSIONAL SERVICE**

The DEVELOPER agrees to provide and perform the construction set forth in this AGREEMENT, or any Amendments hereto, in accordance with generally accepted standards of construction practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the services to be performed by the DEVELOPER, pursuant to this AGREEMENT.

5. **INDEMNIFICATION** –

- a. The Developer shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the DEVELOPER or by any subcontractors engaged by the DEVELOPER in providing, performing and furnishing work and materials pursuant to this AGREEMENT.
- b. The DEVELOPER shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the DEVELOPERS errors, omissions, negligence, or delay(s), or those of any subcontractors engaged by the DEVELOPER during the providing, performing and furnishing of services, work and materials pursuant to this AGREEMENT and any and all Amendments thereto.

6. **APPLICABLE LAW/VENUE/JURY TRIAL WAIVED**

This AGREEMENT shall be governed by the ordinances, the laws, rules, and regulations of the State of Florida, procedural and substantive and applicable federal statutes, rules, and regulations. The venue for any and all litigation, arising under this AGREEMENT, shall lie in Clay County, Florida. Each party hereby knowingly waives the right to trial by jury of any suits arising hereunder.

7. **WAIVER OF BREACH**

Waiver by the CITY of a breach of any provision of this AGREEMENT, by the DEVELOPER, shall not be deemed to be a waiver of any other breach and shall not be

construed to be a modification of the terms of this AGREEMENT.

8. **DUTIES AND OBLIGATIONS IMPOSED ON THE DEVELOPER**

The duties and obligations imposed on the DEVELOPER, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

9. **ATTORNEY FEES**

The prevailing party in any litigation arising hereunder shall be entitled to recover reasonable attorney fees and costs from the other party.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized officials have executed this AGREEMENT on the dates shown below.

**DEVELOPER:**  
**Clay County Habitat for Humanity, Inc.**

**CITY OF GREEN COVE SPRINGS,  
FLORIDA**

By: \_\_\_\_\_  
Carolyn Edwards, Executive Director

By: \_\_\_\_\_  
B. Van Royal, Mayor

Its \_\_\_\_\_

\_\_\_\_\_  
Witness as to DEVELOPER

Attest: \_\_\_\_\_  
Erin West, City Clerk

Date: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
L. J. Arnold III, City Attorney

Date: \_\_\_\_\_

MAP SHOWING BOUNDARY SURVEY OF

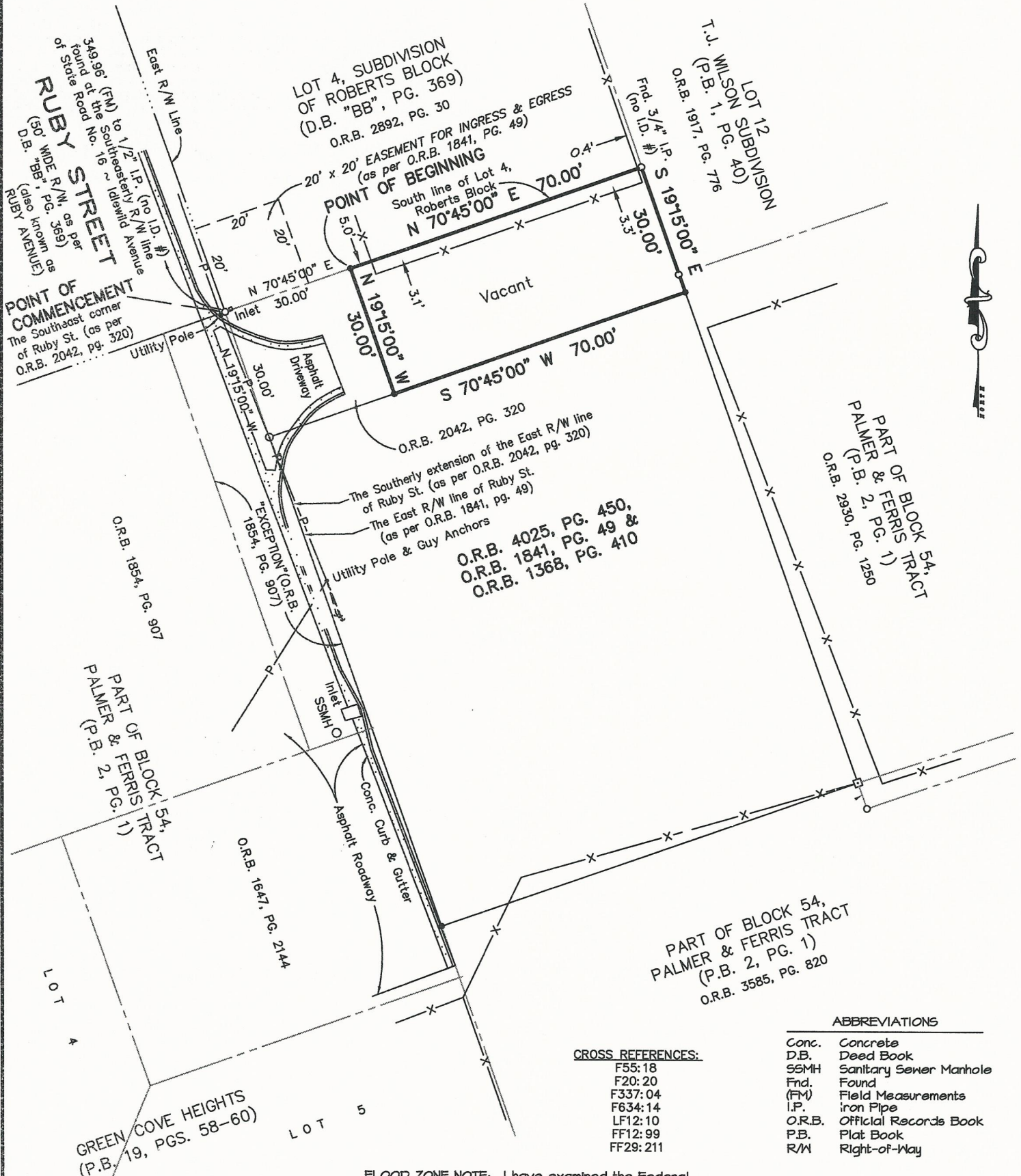
A parcel of land consisting of a portion of Block 54, Palmer and Ferris Tract, Green Cove Springs, Clay County, Florida, according to Plat Book 2, page 1 of the public records of said county, said parcel being more particularly described as follows:

Commence at a point on the east line of Ruby Street at the southwest corner of Lot 4 of the ROBERTS BLOCK in the City of Green Cove Springs, Florida, and run North 70 degrees 45 minutes 00 seconds East, 30.00 feet to the point of beginning; thence continue North 70 degrees 45 minutes 00 seconds East, 70.00 feet to the southwesterly line of Lot 12, T.J. Wilson subdivision according to plat thereof recorded in Plat Book 1, page 40 of said public records; thence on said southwesterly line, and on a southeasterly extension thereof, South 19 degrees 15 minutes 00 seconds East, 30.00 feet; thence South 70 degrees 45 minutes 00 seconds West, 70.00 feet; thence North 19 degrees 15 minutes 00 seconds West, 30.00 feet to the point of beginning;

Certified to: City of Green Cove Springs  
First American Title Insurance Company  
L.J. Arnold, III

Scale 1" = 30'

Date of survey: February 1, 2021



**CROSS REFERENCES:**

F55:18
F20:20
F337:04
F634:14
LF12:10
FF12:99
FF29:211

**ABBREVIATIONS**

Conc.	Concrete
D.B.	Deed Book
SSMH	Sanitary Sewer Manhole
Fnd.	Found
(FM)	Field Measurements
I.P.	Iron Pipe
O.R.B.	Official Records Book
P.B.	Plat Book
R/W	Right-of-Way

**FLOOD ZONE NOTE:** I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014 and find that this property is situated in Flood Zone "X".

- GENERAL NOTES**
1. Bearings shown hereon are based on the record bearing of S 19°30'00" E for the Northeasterly line of lands described in O.R.B. 3585, pg. 820 of the public records of Clay County, Florida.
  2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
  3. Underground utilities serving or crossing this property have not been located or shown.
  4. Easements shown hereon are for drainage and utilities, unless noted otherwise.
  5. This survey depicts visible improvements only; no underground improvements or footings were located.

**LEGEND**

○	Set Nail & Disk (LB 1381)
□	Found 4"x4" Concrete Monument (no I.D. #)
○	Found 1/2" Iron Pipe (no I.D. #)
●	Set 1/2" Iron Pipe (LB 1381)
-x-	Fence
—P—	Powerline/Pole and Anchor
—T—	Telephone Line
—c—	Cable TV Line
■	Concrete Air Conditioner Pad
■	Concrete Elec. Transformer Pad

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

*Harold T. Eiland*

**HAROLD T. EILAND**  
License No. LS 2518  
EILAND & ASSOCIATES, INC.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 BLANDING BOULEVARD  
ORANGE PARK, FLORIDA 32073  
Telephone: (904)-272-1000

File No. LF 183:16a