

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is dated this _____ day of September, 2011, between the County of Sumter, State of Florida (the "County"), and James and Melodee Weber

RECITALS

1. James and Melodee Weber is the owner of certain real property in Sumter County, Florida depicted and legally described in the attached Exhibit "A" (the "Property"), said property to be known as 1935 CR 525E, Sumterville FL. 33585 (the Development).

2. On the ___ day of _____, 2011, _____ received approval to develop the Property as a commercial development according to the plans and application information submitted to Sumter County, Florida.

3. At this time, the parties to this Agreement wish to record within the Public Records of the County, this Agreement regarding the development of the property

NOW THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the existing zoning for the property.

1. Roads. No publicly dedicated roadways will be constructed within the Development and the County shall have no obligation for the improvement or maintenance of any roadways. Non-publicly dedicated roadways may be constructed from time to time pursuant only to individual site plan approval.

2. Design, Setback and Buffer Standards. All areas of the Development may be developed as single lots or as multiple lot parcels according to the following standards.

- a. The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty (80) percent. Individual site plans with an impervious surface ratio in excess of eighty (80) percent shall be approved provided the ratio, when considering all property described within the Development, shall never exceed the eighty (80) percent limit. Individual site plans submitted shall document that the aggregate of all property previously developed within the Development and the proposed site plan when considered in aggregate shall not exceed the eighty (80) percent limit.
- b. Maximum building height shall be thirty-five (35) feet except for fully sprinkled buildings, which may not exceed fifty (50) feet (not including uninhabitable architectural and mechanical features).
- c. No minimum lot size is required, but all setbacks must be met.
- d. No minimum lot width is required, but all setbacks must be met.
- e. All signs and sign towers shall be constructed in accordance with the setback requirements as set forth in the Development Code.
- f. Storm water drainage, runoff and retention shall be pursuant to the requirements of the Southwest Florida Water Management District (SWFWMD), or as amended by the SWFWMD, and as required by the County's Development Code, and all property within the Development shall be served by such system. Sumter County shall have no obligation for the improvements or maintenance of such storm water drainage, runoff and retention system.

- g. Screening and buffering shall be installed in accordance with Sumter County Land Development Code.
 - h. All structures and site improvements must be permitted by the County pursuant to site plans submitted to and approved by the County, and the owners shall install and complete all required site improvements. Site plan approval shall be based upon adherence to this Memorandum of Agreement and the County's Development Code (LDR's) and all site plans submitted shall contain documentation on such site plan of compliance therewith. In case of conflict between this Memorandum of Agreement and the County's Development Code, the Memorandum shall control. Matters not specifically addressed in this Memorandum will be controlled by the County's Development Code. Site distance triangles within the Development will be according to standard engineering practices (Greenbook Standards).
 - i. Individual Site Development Plans may be submitted in phases.
 - j. 3 Parking. Parking shall be determined according the requirements of the Sumter County Land Development Code. The handicapped parking area shall follow the guidelines of the Florida Accessibility Code Section 11-46. Lines demarcating parking spaces may be drawn at various angles in relation to curbs or aisles, so long as the parking spaces so created contain within them the required rectangular area.
4. The individual sites within the Development shall be responsible for water and sewer system permitting and development.
5. Any amendments to this Memorandum of Agreement are binding only upon execution by the affected parties.

IN WITNESS WHEREOF, the hands and seals of the parties on the date set forth above.

ATTEST

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Gloria Hayward, Clerk

By: _____
Don Burgess, Chairman

Approved as to form and content by
Sumter County Attorney

ATTEST

By: Melodee Weber
Name: MELODEE M WEBER

Title: _____

The Development

By: _____
James Weber

Melodee Weber
Melodee Weber

STATE OF FLORIDA
COUNTY OF SUMTER Bay

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____ as Chairman of and on behalf of and Gloria Hayward as Clerk of and on behalf of Board of County Commissioners, Sumter County, Florida, for the purposes expressed herein.

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: _____
Serial/Commission Number: _____
Personally Known ___ or Produced Identification ___
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 10th day of Sept., 2011, by James & Melodee Webber as (Owner) of and on behalf of _____ (the Development) for the purposes expressed herein.

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Wendy Bevis Wendy Bevis
Serial/Commission Number: _____
Personally Known X or Produced Identification _____
Type of Identification Produced _____

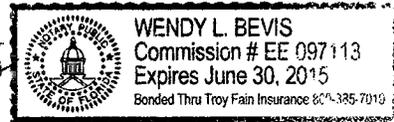


EXHIBIT "A"

Legal Description of Property

BEG AT SE COR OF SE 1/4 RUN N 573 FT TO POB THENCE W 541 FT N 805.28
FT TO S/LY R/W LINE OF CR 525E THENCE E 541 FT THEN CE S 805 28 FT TO
POB SEC 35 / TWP 19 / RNG 19 ALL IN SUMTERCOUNTY FLORIDA.

This Instrument Prepared by:
Randall N. Thornton
Attorney at Law
P. O. Box 58
Lake Panasoffkee, Fl 33538

JOINT DRIVEWAY AND EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of October, 2011, between James J. Weber and Melodee Weber, his wife (hereinafter called "Weber") 2863 Tupelo Dr. Panama City, Fl 32405, and Burleson Home Services, Inc. (hereinafter called "Burleson") 1816 NE 16th Ave Sumterville, Fl 33585, and the parties agree as follows:

RECITALS

1. Weber is selling Burleson a portion of Sumter County tax parcel F35-042 on which a building is located that includes a driveway connection to CR 525E. The new boundary line between the two parcels will run down the middle of the driveway. The county is requiring that parties to enter into a joint driveway agreement so that there will remain one driveway connection to CR 525E providing access to the two parcels that will result from the transaction.

2. The joint use agreement must provide for maintenance responsibility of the driveway and for the drainage retention area that serves existing and future additional impervious areas.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements here and contained, Weber and Burleson

hereby agree as follows:

1. Burleson hereby grants to Weber and all employees, agents, tenants, licensees, and invitees of Weber the non-exclusive right to use, free of charge, the existing driveway, legal description and/or survey attached hereto (Driveway), in common with Burleson and all employees, agents, tenants, licensees, and invitees of Burleson.

2. Weber hereby grants to Burleson and all employees, agents, tenants, licensees, and invitees of Burlesonr the non-exclusive right to use, free of charge, the existing driveway, legal description and/or survey attached hereto (Driveway), in common with Weber and all employees, agents, tenants, licensees, and invitees of Burleson.

3. Neither party shall allow parking or storage on the Driveway and it shall be kept open for use by all parties at all times.

4. Each party shall be equally responsible to maintain and keep in good repair the driveway and easement areas as described herein and shall keep such areas striped and clear and free of rubbish, and obstruction of every nature.

5. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assignees, including, but

without limitation, all subsequent owners of all parcels of land and all persons claiming under them.

6. Inasmuch as the drainage retention areas are located on the Burleson property and primarily serve that parcel, Burleson shall be responsible for all maintenance of the drainage retention areas. Should Weber extend the pavement of the driveway south to his remaining property, Weber shall be responsible for providing and maintaining any drainage retention areas required for the further development of the Weber property.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Paul D. Reddick
Witness

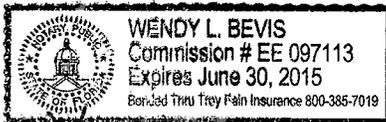
Emily Daniels
Witness

James J. Weber
James J. Weber

Melodee Weber
Melodee Weber

STATE OF FLORIDA
COUNTY OF ~~SUMTER~~ **BAY**

The foregoing instrument was acknowledged before me on the 17th day of October, 2011, by James J. Weber and Melodee Weber, his wife.



Wendy Bevis
Notary Public, State of Fla
My Commission Expires: _____

Personally known X or Produced Identification
Type of Identification _____

Magdalena Pardo
Witness

Shirley Guffea
Witness

Burleson Home Services, Inc.

Andrew M. Burleson
By: Andrew M. Burleson, Pres.

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me on the
4th day of October, 2011, by Andrew M. Burleson, as
Pres. Of Burleson Home Services, Inc.

Magdalena Pardo

Notary Public, State of Fla
My Commission Expires: 9/12/14

Personally known FLDK or Produced Identification
Type of Identification FLDK

