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Prepared By and Return to:
Steven J. Richey, Esquire
Steven J. Richey, P.A.
Post Office Box 492460
Leesburg, FL 34749-2460

K → Cornew

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made this 10 day of February, 2009, by and between the County of Sumter, State of Florida, (the "County") and 674 Property, LLC (the "Owners").

WITNESSETH:

WHEREAS, The Owners are the fee simple owners of certain real property located in Sumter County, Florida, described in Exhibit "A" attached hereto and incorporated herein (the "Property").

WHEREAS, The Owners have petitioned Sumter County to amend the Future Land Use designation from Agriculture to Mixed Use (MU); Case # CP-A2008-0001 with an adoption hearing set for February 10, 2009.

WHEREAS, as a condition of adoption, after a properly noticed public hearing, discussion, debate and vote of approval concerning this legislative item, the parties desire to enter into this Memorandum of Agreement and record the same within the Public Records of Sumter County, Florida, for purposes of setting forth certain terms and conditions of the Comprehensive Plan Amendment for the Property, to be enforced against the Owners and their successors and assigns, all as is more particularly set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing recitals and adopting them as true and as if stated herein, and with the intention they be legally bound, after a properly noticed public hearing, discussion, debate and vote of approval conditioned upon adherence to the terms stated herein, the parties agree the following terms and conditions shall apply to the development of the Property: -

1. Permitted Uses. The Owners shall be permitted no more than four hundred (400) Class "A" Recreational Vehicle spaces on the property for those adults fifty (50)

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years of age and older, together with any accessory uses set forth in RVPUD zoning, including nonresidential buildings.

2. Roads/Traffic. No publicly dedicated roadways will be constructed within the Property and the County shall have no obligation for the improvement or maintenance of private roads and road rights-of-ways within the Property. Any owner of any portion of the Property confirms and acknowledges the County has no such obligation or responsibility for the improvement or maintenance of such roadways and shall look solely to the Developer or the Homeowner's Association formed for that purpose for improving and maintaining the roads and road right-of-way.
3. Utilities. The property shall be served by central water and sewer from the City of Bushnell. The Owners, at the Owners expense, shall extend any lines and pay for any infrastructure so that the City of Bushnell may provide sufficient potable water pressure and volume capacity, as well as sanitary sewer capacity for the total approved number of residential units (400 units) and nonresidential space square footage., The existence of sufficient potable water and sewer service capacity shall be analyzed and determined by the Sumter County Department of Public Works and evidenced via a letter of approval referencing this Agreement. No development shall be permitted on the Property until the Owner has procured approved water and sewer capacity for the development as mandated herein.
4. Surface Water and Storm Water Management. Surface water and storm water management shall be pursuant to permits issued by the Southwest Florida Water Management District (SWFWMD) as amended by SWFWMD, and as required by the County's Development Code, and all property within the Development shall be served by such system. The County shall have no obligation for the improvements or maintenance of such surface water and storm water management system. Each owner of any portion of the Development shall look solely to the Developer or a Homeowner's Association formed for that purpose for such improvements and maintenance.
5. Conservation Easement. The Owner shall place the undeveloped portion of the Property which is identified as open space and includes the 100 year flood plain and delineated wetlands in a conservation easement, in the manner and form allowed by Florida law, such easement to be recorded in the Public Records of Sumter County, Florida, with the understanding that it is binding on Owner's successors and assigns.
6. Homeowner's Association. The Developer shall create a Homeowners' Association (the "Association"). Each owner within the Property shall be a member of the Association. The Association shall have the authority and responsibility to maintain, repair, and replace the surface water and storm water management system referred to in Section 4., above, as well as all tracts, water retention areas and other common areas.

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7. Permitting. All structures and sign improvements must be permitted by the County pursuant to normal permitting requirements.
8. Conflict. In the case of conflict between this Memorandum of Agreement and the County's Land Development Code, this Memorandum of Agreement shall control. Matters not specifically addressed in this Memorandum of Agreement will be controlled by the County's Land Development Code.
9. The terms and conditions as set forth in this Memorandum of Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and under the terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns and successors in title or interest, and shall be subject to each and every condition herein set out.
10. Enforcement of this Memorandum of Agreement shall be through the Sumter County Board of County Commission. Upon approval of this agreement the aforementioned property shall only be used for the purposes described herein. No change in the use, further expansion of the uses, additions to the uses, or additions to the facilities shall be permitted. As the approval and adoption of this Amendment, Case #CP-A2008-0001 is conditioned upon the specific terms of this Agreement, discussed and approved at a public hearing, this Agreement may not be modified after approval. Should Owner or its successors or assigns wish to change the conditions of this Agreement and, consequently, the Comprehensive Plan Amendment which is the subject of this Agreement, a new amendment application must be filed and the proposal shall proceed through the Comprehensive Plan Amendment process mandated by Florida Statutes. Should any administrative or final appeals of Case # CP-A2008-0001 be filed, or if an action is filed against Sumter County by a third party pursuant to Section 163.3215, Florida Statutes or under any other legal theory or provision, the Owner shall indemnify Sumter County for the cost and expenses of such action, including attorneys' fees.

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



WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Connie Webb, D.C.
Gloria R. Hayward, Clerk

By: [Signature]
Garry Breeden, Chairman

Approved as to form and content by
Sumter County Attorney

[Signature]
Derrill McAteer, Esquire

WITNESSES:

674 Property, LLC

Connie Webb
Print Name: Connie Webb

[Signature]
PHILLIP T. MOFFITT, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The forgoing instrument was acknowledged before me this 10 day of February, 2009, by GARRY BREEDEN, Chairman and Gloria Hayward, Clerk, of and on behalf of the Board of County Commissioners, Sumter County, Florida, for the purposes expressed herein.

SEAL

[Signature]
Notary Public

John C Lege III
Print Name:

Serial/Commission No.

Commission Expires:



STATE OF FLORIDA
COUNTY OF SUMTER

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The forgoing instrument was acknowledged before me this 11 day of February, 2009, by Phillip T. Moffitt, Manager, 674 Property, LLC, who is personally known to me or produced FLPL M130-678-65-263-0 as identification, for the purposes expressed herein.

SEAL



J. C. Lege III
Notary Public

John C Lege III
Print Name:

Serial/Commission No.

Commission Expires:

**Legal Description for County Road 674 Property, LLC
Future Land Use Map Amendment**

SECTION 31, TOWNSHIP 21 SOUTH, RANGE 22 EAST

BEG AT SW COR OF W 1/2 OF NW 1/4 OF NE 1/4 RUN W 450 FT S 1353.61 FT E
450 FT N 1354.14 FT TO POB OR 196 PG 780; AND 1978-130796

S 295.2 FT OF W 737.8 FT OF SE 1/4 OF NE1/4 & NW1/4 OF SE1/4 & SW1/4 OF
NE1/4 & BEG AT SW C OR OF NE1/4 OF SE1/4-RUN N 440 FT E 480 FT S 440 FT
W 480 FT TO POB OR 176 PG 306; AND 1976-120126

FROM NW COR OF S 1/2 OF SE1/4 RUN S 89 DEG 27'57" E 1003 FT TO POB CONT
S 89 DEG 27'57" E 845.12 FT S 00 DEG 09'40" W 50 FT N 89 DEG 27'57" W 150 FT S
00 DEG 09'40" W 655.06 FT S 70 DEG 31'45" W 257 FT N 00 DEG 09'40" E 481 FT S
70 DEG 31'45" W 481 FT N 00 DEG 09'40" 476.54 FT TO POB; AND

BEG 1003 FT E OF NW COR OF S1/2 OF SE1/4 RUN E 1574.32 FT S 23 DEG 24
MIN 49 SEC W 200 FT E 300.66 FT TO THE W/LY R/W OF HWY 301 S 23 DEG 24
MIN 49 SEC W ALONG SAID R/W 52.27 FT TO THE POB CONT S 23 DEG 24 MIN
49 SEC W ALONG SAID R/W 551.09 FT TO A PT ON THE N/LY R/W LINE OF ST
RD NO.478-A S 70 DEG 31 MIN 45 SEC W ALONG N/LY R/W LINE OF ST RD
NO.478-A TO THE W LINE OF THE S1/2 OF THE SE1/4 THENCE RUN N 350 FT N
70 DEG 31 MIN 45 SEC E 1402.18 FT THENCE N 23 DEG 24 MIN 49 SEC E 264.36
FT E 350 FT TO THE POB

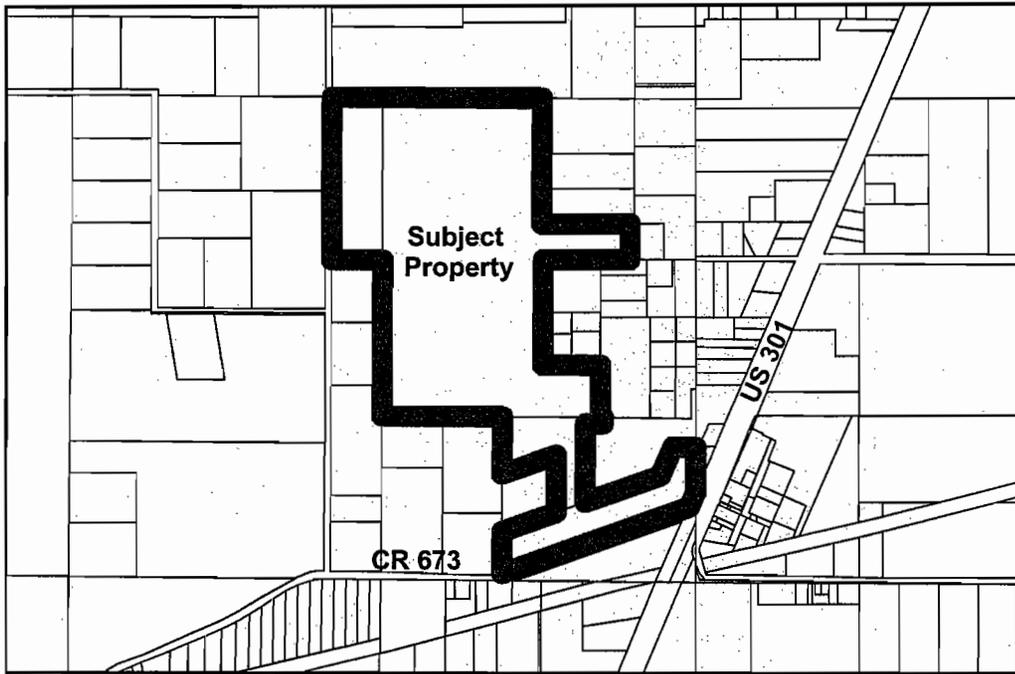
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GLORIA HAYWARD, CLERK OF CIRCUIT COURT
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EXHIBIT A



Existing Future Land Use

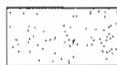
**Exhibit A
 Future Land Use Amendment
 CP-A2008-0001
 County Road 674 Property, LLC
 Agricultural to Mixed Use
 for a RV Park - 132 acres +/-**

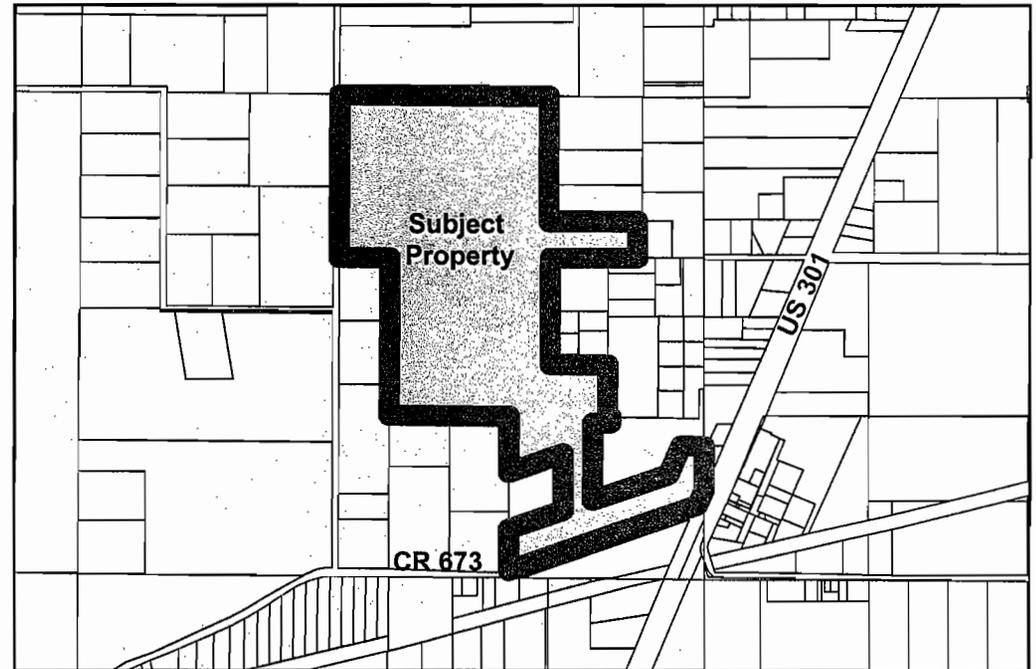
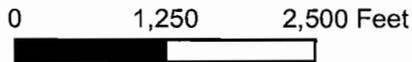
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Future Land Use

-  Agriculture
-  Mixed Use



Adopted Future Land Use