

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** First Addendum to Memorandum of Agreement (MOA) for Free Flight Airport reviewed at the April 5, 2010, Development Review Committee (DRC) meeting (Staff recommends approval).

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**REQUESTED ACTION:**

Work Session (Report Only)    **DATE OF MEETING:** May 11, 2010  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_    Termination Date: \_\_\_\_\_  
Managing Division / Dept: Planning

**BUDGET IMPACT:**

Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

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**HISTORY/FACTS/ISSUES:**

The Development Review Committee is compiled of staff from several county agencies and consulting engineers. The Committee meets weekly to review applications for Use and Development Permits. The DRC's recommendations are then forwarded to the BOCC. The plans were reviewed and found to be in compliance with the Land Development Code with only minor changes required.

**Free Flight Airport – Major Development – First Addendum to Memorandum of Agreement (MOA)**

Property Owner: SDC Service, II, Inc. – Property Developer – SDC Service, II, Inc. – Project Agent – Frank Arenas  
– Property Location: CR 519/Coleman – Total Acreage of Project – 10.62 acres MOL – Project Proposal: MOA to allow lot sales without platting for 59 hangar lots, office, & fueling station at an existing airport.

The Addendum to the MOA is to include a non-exclusive perpetual easement for aircraft use and updated the conceptual site plan. No other changes are proposed from the original agreement. Attached is the Addendum to the MOA and the previously approved and recorded MOA.

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First Addendum to Memorandum of Agreement

This First Addendum to Memorandum of Agreement ("Addendum") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between Sumter County, a political subdivision of the State of Florida (the "County") and SDC Services II, Inc., a Florida corporation ("SDC"):

**RECITALS**

1. The Parties acknowledge and reaffirm the terms of the Memorandum of Agreement, dated the 11th of December, 2007 and recorded in Book 1887, Page 712 of the Public Records of Sumter County on the 2<sup>nd</sup> day of January, 2008 between the County and SDC, ("Agreement"), except as modified herein;
2. Pursuant to Paragraph 3 of the Agreement, the Agreement is modified as follows:
  - A. The original legal description consisting of approximately 23.28 acres as provided in Ex. "A" of the Agreement, is revised to include a nonexclusive perpetual easement for aircraft use by SDC of the adjoining FreeFlight Airport owned by SDC Services, Inc. Additionally, the original legal description is revised to depict a nonexclusive perpetual easement conveyed from SDC to SDC Services, for storm water drainage and retention on the SDC site, as shown in the Final Site Plan described below. The revised legal description is attached as Attachment "A" hereto and incorporated herein.
  - B. SDC Services II, Inc., has conveyed a nonexclusive perpetual easement to SDC Services, Inc. for the purposes of meeting storm water retention and storage requirements of the County and other regulatory agencies as depicted in the Final Site Plan of SDC. This easement has been executed by SDC Services II, Inc. and sent for recording in the Public Records of Sumter County, in the form attached hereto as Attachment "B" and incorporated herein.
  - C. SDC Services, Inc. conveyed a nonexclusive perpetual easement to SDC for aircraft use and which easement includes the nonexclusive use of that certain 100 foot x 100 foot taxi run up areas for aircraft as shown in the Final Site Plan, a copy of the Easement Deed, dated the 29<sup>th</sup> day of May, 2003, and recorded in Book 1082, Page 270 of the Public Records of Sumter County, Florida, on June 16, 2003, is attached and incorporated herein as Attachment "C".
  - D. The Final Site Plan of SDC is approved and is attached hereto as Attachment "D" and incorporated herein.
3. All terms of the Agreement not modified herein shall remain in full force and effect.

First Addendum to Memorandum of Agreement

IN WITNESS WHEREOF, the hands and seals of the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA.**

By: \_\_\_\_\_  
Gloria Hayward, Clerk

By: \_\_\_\_\_  
Doug Gilpin, Chairman

Approved as to form and content by Sumter County Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Doug Gilpin as Chairman and Gloria Hayward as Clerk, of and on behalf of Board of County Commissioners, Sumter County, Florida, for the purpose expressed herein.

[ ] who is personally known to me; or  
[ ] who has produced \_\_\_\_\_  
as identification.

(SEAL)

\_\_\_\_\_  
Notary Legal Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

First Addendum to Memorandum of Agreement

**SDC SERVICES II, Inc.**

A Florida corporation

By: *Hal Spence*  
Hal Spence, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2010, by Hal Spence as President of and behalf of SDC SERVICES INC., a Florida corporation, for the purpose expressed herein.

who is personally known to me; or  
 who has produced \_\_\_\_\_  
as identification.

(SEAL)

*Terry T. McMillian*  
Notary Legal Signature

Terry T. McMillian  
Printed Name of Notary Public

My commission expires:



**ATTACHMENT "A"**  
**FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT**

Parcel "A"

That part of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Seaboard Coastline Railroad, less and except therefrom the lands conveyed in Official Records Book 573, Page 717, Public Records of Sumter County, Florida, more particularly described as follows:

That part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Easterly right of way line of the CSX Railroad, less the following described property:

Commencing at the NE corner of the NW  $\frac{1}{4}$  of said Section 25, thence S 89° 55' 07" W along the North line of said NW  $\frac{1}{4}$  402.74 feet to the Point of Beginning; thence continue S 89° 55' 07" W along the North line of the said NW  $\frac{1}{4}$  262.28 feet to a point on the Easterly right of way line of the aforesaid CSX Railroad; thence S 22° 21' 08" W along said right of way line 1432.92 feet to the south line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 25; thence N 89° 56' 02" E along said South line 162.26 feet to a point 150 feet East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom, thence N 22° 21' 08" E parallel to and 150 feet Easterly of said Railroad 1324.78 feet; thence N 89° 55' 07" E 141.02 feet; thence N 0° 04' 22" E 100.00 feet to the North line of the NW  $\frac{1}{4}$  of said Section 25 and the point of beginning. Containing 5.21 acres more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

That part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Easterly right of way line of the CSX Railroad, less the following described property:

Commencing at the NE corner of the NW  $\frac{1}{4}$  of said Section 25, thence S 89° 55' 07" W along the North line of said NW  $\frac{1}{4}$  402.74 feet to the Point of Beginning; thence continue S 89° 55' 07" W along the North line of the said NW  $\frac{1}{4}$  262.28 feet to a point on the Easterly right of way line of the aforesaid CSX Railroad; thence S 22° 21' 08" W along said right of way line 1432.92 feet to the south line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 25; thence N 89° 56' 02" E along said South line 162.26 feet to a point 150 feet East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom, thence N 22° 21' 08" E parallel to and 150 feet Easterly of said Railroad 1324.78 feet; thence N 89° 55' 07" E 141.02 feet; thence N 0° 04' 22" E 100.00 feet to the North line of the NW  $\frac{1}{4}$  of said Section 25 and the point of beginning. Containing 5.21 acres more or less.

This instrument prepared by:  
Hal Spence, Esquire  
221 N. Causeway  
New Smyrna Beach, FL 32169

### EASEMENT

SDC SERVICES II, INC. is the legal owner of that certain real property described in Exhibit "A" attached hereto and hereinafter referred to as "Parcel A".

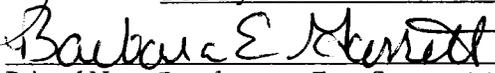
SDC SERVICES, INC. is the legal owner of that certain real property described in Exhibit "B" attached hereto and hereinafter referred to as "Parcel B".

For Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, SDC SERVICES II, INC. grants unto SDC SERVICES, INC. a perpetual non-exclusive easement over, under and across a portion of Parcel A for the sole purposes of storm water drainage from Parcel "B" to retention areas designated by Grantor on Parcel A and storm water retention and storage on Parcel "A" of storm water drainage from Parcel "B", provided however that use of said easement does not interfere with the reasonable development, use and enjoyment of Parcel A by present or future owners. Grantor reserves the right to relocate the drainage lines and retention pond locations at Grantor's sole discretion and expense.

Grantor warrants and covenants that it has the right to convey to Grantee this easement and that Grantee shall have quiet and peaceful possession, use and enjoyment of same. Grantor shall maintain the drainage and retention system constructed thereon, however, Grantee shall have the right but not the obligation to enter upon Parcel A in order to maintain said system in the event that Grantor fails to maintain it.

WITNESS our hands and seals this 15th day of April, 2010.

Signed, sealed and delivered  
In the presence of:

  
Printed Name: Terry T. McMillian  
  
Printed Name: Barbara E. Garrett

SDC SERVICES II, INC.,

By:   
Printed Name: Hal Spence  
President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of April, 2010, by Hal Spence, President of SDC SERVICES, INC., a Florida corporation, who is personally known to me or who has produced a Florida driver's license as identification.

My commission expires:

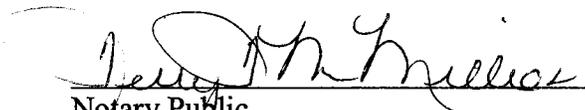
  
Notary Public



EXHIBIT "A"  
TO EASEMENT

Parcel "A"

That part of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Seaboard Coastline Railroad, less and except therefrom the lands conveyed in Official Records Book 573, Page 717, Public Records of Sumter County, Florida, more particularly described as follows:

That part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Easterly right of way line of the CSX Railroad, less the following described property:

Commencing at the NE corner of the NW  $\frac{1}{4}$  of said Section 25, thence S  $89^{\circ} 55' 07''$  W along the North line of said NW  $\frac{1}{4}$  402.74 feet to the Point of Beginning; thence continue S  $89^{\circ} 55' 07''$  W along the North line of the said NW  $\frac{1}{4}$  262.28 feet to a point on the Easterly right of way line of the aforesaid CSX Railroad; thence S  $22^{\circ} 21' 08''$  W along said right of way line 1432.92 feet to the south line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 25; thence N  $89^{\circ} 56' 02''$  E along said South line 162.26 feet to a point 150 feet East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom, thence N  $22^{\circ} 21' 08''$  E parallel to and 150 feet Easterly of said Railroad 1324.78 feet; thence N  $89^{\circ} 55' 07''$  E 141.02 feet; thence N  $0^{\circ} 04' 22''$  E 100.00 feet to the North line of the NW  $\frac{1}{4}$  of said Section 25 and the point of beginning. Containing 5.21 acres more or less.

EXHIBIT "B"  
TO EASEMENT

Parcel "B"

That part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Easterly right of way line of the CSX Railroad, being described as follows:

Commencing at the NE corner of the NW  $\frac{1}{4}$  of said Section 25, thence S 89° 55' 07" W along the North line of said NW  $\frac{1}{4}$  402.74 feet to the Point of Beginning; thence continue S 89° 55' 07" W along the North line of the said NW  $\frac{1}{4}$  262.28 feet to a point on the Easterly right of way line of the aforesaid CSX Railroad; thence S 22° 21' 08" W along said right of way line 1432.92 feet to the south line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 25; thence N 89° 56' 02" E along said South line 162.26 feet to a point 150 feet East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom, thence N 22° 21' 08" E parallel to and 150 feet Easterly of said Railroad 1324.78 feet; thence N 89° 55' 07" E 141.02 feet; thence N 0° 04' 22" E 100.00 feet to the North line of the NW  $\frac{1}{4}$  of said Section 25 and the point of beginning. Containing 5.21 acres more or less.

This instrument prepared by:  
 Hal Spence, Esquire  
 221 N. Causeway  
 New Smyrna Beach, FL 32169

S/N  
 Rec: 13.00  
 FF: 2.70  
 Doc: 70  
 Int:  
 CC: 15.70

**EASEMENT**

SDC SERVICES, INC. is the legal owner of that certain real property described in Exhibit "A" attached hereto and hereinafter referred to as "Parcels 1 and 2".

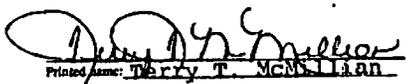
SDC SERVICES II, INC. is the legal owner of that certain real property described in Exhibit B" attached hereto and hereinafter referred to as "Parcel B".

For Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, SDC SERVICES, INC. grants unto SDC SERVICES II, INC. a perpetual non-exclusive easement over and across Parcels 1 and 2 for commercial and non-commercial ingress and egress to and from Parcel "B" owned by SDC SERVICES II, INC. and which easement shall include the non-exclusive right to use Parcels 1 and 2 for aircraft takeoff and landing. The easement shall run with the land described in Parcel "B", for the use and benefit of SDC SERVICES II, INC. and all subsequent owners of Parcel "B".

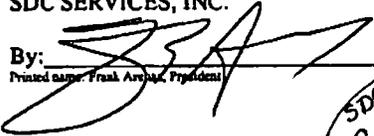
Grantor warrants and covenants that it has the right to convey to Grantee this easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of same.

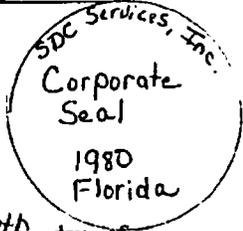
WITNESS our hands and seals this 29<sup>th</sup> day of MAY, 2003.

Signed, sealed and delivered in the presence of:

  
 Printed name: Terry T. McMillian  
  
 Printed name: Barbara E. Garrett

SDC SERVICES, INC.

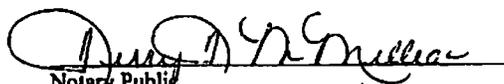
By:   
 Printed name: Frank Arenas, President

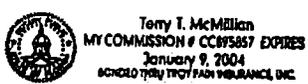


STATE OF FLORIDA  
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2003, by FRANK ARENAS, President of SDC SERVICES, INC., who is personally known to me or who has produced a Florida driver's license as identification and who did take an oath.

My commission expires:

  
 Notary Public  
Terry T. McMillian  
 Notary Name Printed



SUMTER COUNTY, FLORIDA DOC \$0.70  
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT

06/16/2003 #2003-11141  
 03:39:59PM B-1082 P-270

**EXHIBIT "A"**

**PARCEL 1:**

That part of the NE 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying east of the Easterly right of way line of the CSX Railroad. Being described as follows:

Commence at the NE corner of the NW 1/4 of said Section 25; thence S89°55'07" W along the North line of said NW 1/4 402.74' to the Point of Beginning; thence continue S89°55'07" W along the North line of the said NW 1/4 262.28' to a Point on the Easterly right of way line of the aforesaid CSX Railroad; thence S22°21'08" W along said right of way line 1432.92' to the South line of the NE 1/4 of the NW 1/4 of said Section 25; thence N89°56'02" E along said South line 162.26' to a point 150' East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom; thence N22°21'08" E parallel to and 150' Easterly of said Railroad 1324.78'; thence N89°55'07" E 141.02'; thence N00°04'22" E 100' to the North line of the NW 1/4 of said Section 25 and the Point of Beginning. Containing 5.21 acres.

**PARCEL 2:**

THAT PART OF THE SOUTH 1/2 OF THE NW 1/4 AND THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S 89°55'07" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 25 665.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE SAID CSX RAILROAD, THENCE S 22°21'08" W ALONG SAID RIGHT OF WAY LINE 1432.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 22°21'08" W ALONG SAID RIGHT OF WAY LINE 2700.25 FEET TO A CONCRETE MONUMENT; THENCE S 89°55'15" E 163.33 FEET TO A CONCRETE MONUMENT, THENCE S 00°04'22" W 130.17 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TAYLOR AVENUE; THENCE N 90°00'00" E ALONG SAID RIGHT OF WAY LINE 172.78 FEET; THENCE N 00°04'22" E 554.63 FEET TO A POINT THAT IS 150.00 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE SAID CSX RAILROAD WHEN MEASURED AT RIGHT ANGLES THEREFROM; THENCE N 22°21'08" E PARALLEL TO AND 150.00 FEET EASTERLY OF SAID RAILROAD 2241.78 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NW 1/4 OF SAID SECTION 25; THENCE S 89°56'02" W ALONG SAID NORTH LINE 162.26 FEET TO THE POINT OF BEGINNING. CONTAINING 10.66 ACRES.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC #0.70

06/16/2003 #2003-11141  
03:39:59PM B-1082 P-271

EXHIBIT "B"

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

06/16/2003 #2003-11141  
03:39:59PM B-1082 P-272

Parcel "B"  
DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE SEABOARD COASTLINE RAILROAD, LESS AND EXCEPT THEREFROM THE LANDS CONVEYED IN OFFICIAL RECORD BOOK 573, PAGE 717, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD. LESS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°55'07"W ALONG THE NORTH LINE OF SAID NW 1/4 402.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°55'07"W ALONG THE NORTH LINE OF THE SAID NW 1/4 262.28 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID CSX RAILROAD; THENCE S22°21'08"W ALONG SAID RIGHT OF WAY LINE 1432.92 FEET TO THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N89°58'02"E ALONG SAID SOUTH LINE 162.26 FEET TO A POINT 150 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE SAID CSX RAILROAD WHEN MEASURED AT RIGHT ANGLES THEREFROM; THENCE N22°21'08"E PARALLEL TO AND 150 FEET EASTERLY OF SAID RAILROAD 1324.78 FEET; THENCE N89°55'07"E 141.02 FEET; THENCE N00°04'22"E 100.00 FEET TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING. CONTAINING 5.21 ACRES MORE OR LESS.



52.50

2008 189

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Prepared by/RETURN TO:  
Frank B. Arenas, Esq.  
P.O. Box 600  
Coleman, FL 33521-0600



**MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is dated this 11 day of December, 2007, between **SUMTER COUNTY**, a political subdivision of the State of Florida (the "County") and **SDC SERVICES II, INC.**, a Florida corporation ("SDC").

**RECITALS**

R: Pa 2

1. SDC is the owner of certain real property in Sumter County, Florida which is depicted and legally described in the attached **Exhibit "A"** (the "Property").
2. SDC desires to develop the Property in a project to be known as FreeFlight Commercial, as shown in the Conceptual Preliminary Site Plan dated October 11, 2007 and attached as **Exhibit "B"**.
3. At this time, the County and SDC 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:

1. **Roads.** No publicly dedicated roadways will be constructed within the Property and the County shall have no obligation for the improvement or maintenance of such roadways. Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for any platting and will be maintained by the FreeFlight Commercial Property Owners Association (the "POA") or other such entity as may be created by SDC as desired to perform the same services as the proposed POA would provide.
2. **Design, Setback and Buffer Standards.** The Property and portions of the Property may be developed and sold as single lots or as multiple lot parcels without the necessity of platting according to the following standards:
  - a) The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%). Individual site plans with impervious surface ratio in excess of eighty percent (80%) shall be approved provided the ratio, when considering all the areas within the development parcel, shall never exceed the eighty percent (80%) limit.

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- b) Maximum building height (not including uninhabitable architectural and mechanical features) shall be thirty-five (35) feet, except for fully sprinkled buildings.
  - c) No minimum lot size is required.
  - d) No minimum lot width is required.
  - e) All structures shall have a zero (0) foot minimum setback from property lines in common with the taxiways and five (5) foot setbacks between lots on the sides and rear within the development parcel tracts. The development parcel shall have a thirty (30) foot perimeter setback from adjacent parcels not owned by the developer.
  - f) Parking requirements shall be at least one 10 feet by 20 feet parking space for each lot. One (1) Handicapped parking space shall be provided for every 25 regular parking spaces sized per the Handicap requirements.
  - g) Storm water drainage, runoff and retention shall be pursuant to Development Orders issued pursuant to and as currently permitted by the Southwest Florida Water Management District (the "District"), or as amended by the District, and as required by the County's Development Code, and all property within the Property 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.
  - h) Individual site development plans may be submitted in phases.
  - i) All structures and site improvements shall 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 improvements. Site plan approval shall be based upon adherence to this Agreement and the County's Development Code and all site plans submitted shall contain on such site plan of compliance therewith. In case of conflict between this 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.
  - j) The Property may include various commercial aviation and aviation related uses, including commercial aircraft storage hangars for aviation and aviation related uses.
  - k) The Property will have electric utilities provided to each lot. No water/sewer anticipated for the tracts for commercial storage hangar lots. Pre-existing water, sewer (septic system), electric, phone, etc. will be available at the Pilot's Lounge or FBO (Fixed Base Operator) facility in tract 9 for public restrooms and other public uses.
  - l) The airport is a vested use, established in 1971.
3. Any amendments to this Agreement are binding only upon execution by the affected parties.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA



Connie Webb D.C.  
Gloria Hayward, Clerk

By: Richard Hoffman  
Richard Hoffman, Chairman

Approved as to form and content by Sumter County Attorney

[Signature]  
Signature  
Thomas S. HOGAN, JR.  
Print Name

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 11 day of Dec  
2007, by Richard Hoffman as Chairman and Gloria Hayward as Clerk, of and on behalf  
of Board of County Commissioners, Sumter County, Florida, for the purpose expressed  
herein.

Jennifer E. Kitchens  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: Jennifer E. Kitchens  
Serial/Commission Number: DD442889  
Commission Expires: 7-29-09  
Personally known   
or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Jennifer E. Kitchens  
Commission # DD442889  
Expires July 29, 2009  
Bonded Troy Fain - Insurance, Inc 800-365-7019

SDC SERVICES II, INC.  
A Florida corporation

By: Hal Spence  
Hal Spence, President

[Signature]  
Print Name Kenneth Bohannon

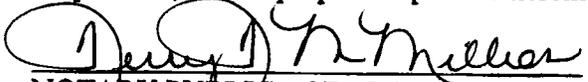
[Signature]  
Print Name Terry T. McMillian

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STATE OF FLORIDA -  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November 2007, by Hal Spence as President of and on behalf of SDC SERVICES II, INC., a Florida corporation, for the purpose expressed herein.

  
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Terry T. McMillian

Serial/Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Personally known

or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



Terry T. McMillian  
MY COMMISSION # DD250003 EXPIRES  
January 9, 2008  
BONDED THRU TROY FAIN INSURANCE, INC.

DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE SEABOARD COASTLINE RAILROAD, LESS AND EXCEPT THEREFROM THE LANDS CONVEYED IN OFFICIAL RECORD BOOK 573, PAGE 717, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1995-289022

THAT PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, LESS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°55'07"W ALONG THE NORTH LINE OF SAID NW 1/4 402.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°55'07"W ALONG THE NORTH LINE OF THE SAID NW 1/4 262.28 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID CSX RAILROAD; THENCE S22°21'08"W ALONG SAID RIGHT OF WAY LINE 1432.92 FEET TO THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N89°56'02"E ALONG SAID SOUTH LINE 162.26 FEET TO A POINT 150 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE SAID CSX RAILROAD WHEN MEASURED AT RIGHT ANGLES THEREFROM; THENCE N22°21'08"E PARALLEL TO AND 150 FEET EASTERLY OF SAID RAILROAD 1324.78 FEET; THENCE N89°55'07"E 141.02 FEET; THENCE N00°04'22"E 100.00 FEET TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING, CONTAINING 5.21 ACRES MORE OR LESS.

SUBJECT TO A 25' NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES LYING IN THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 25 FEET OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 25. AND

BEGIN AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°55'07"W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 25, 90.09 FEET; THENCE S34°21'08"W 63.00 FEET; THENCE S81°28'39"W 73.51 FEET; THENCE N50°32'57"W 98.59 FEET TO THE NORTH LINE OF THE NW 1/4 OF THE SAID SECTION 25; THENCE S89°55'07"W ALONG SAID NORTH LINE 128.28 FEET; THENCE S00°04'22"W 25.00 FEET; THENCE N89°55'07"E PARALLEL TO THE NORTH LINE OF THE SAID NW 1/4 119.36 FEET; THENCE S50°32'57"E 100.73 FEET; THENCE N81°28'39"E 95.54 FEET; THENCE N34°21'08"E 60.74 FEET; THENCE N89°55'07"E PARALLEL TO THE NORTH LINE OF THE SAID NW 1/4 76.82 FEET TO THE EAST LINE OF THE SAID NW 1/4; THENCE N00°04'16"E ALONG SAID EAST LINE 25.00 FEET TO THE POINT OF BEGINNING.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
01/02/2008 03:34:21PM  
AGREEMENT

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