

Staff made a site inspection on April 27, 2010, and observed that the landscape buffer and stack block wall was not installed. Staff made a second site inspection on May 15, 2010, and observed that the landscape buffer and stack block wall were not installed. In fact, no construction activity related to the landscape buffer or stack block wall were observed.

The requirement for the landscape buffer and stack block wall has been part of the Village Park Center's approval since May 2008. Under the 2008 approval, the landscape buffer and stack block wall was required to be constructed prior to the issuance of a certificate of occupancy for the project. However, the time limit of March 1, 2010, for construction of the landscape buffer and stack block wall was added as part of the Agreement in December 2009.

As a result of the failure of the developer to meet the requirement for the installation of the landscape buffer and stack block wall by April 27, 2010, the Board has the following options:

1. Terminate the Agreement due to failure to comply with the conditions;
2. Amend the Agreement to provide additional time for the installation of the landscape buffer and stack block wall pursuant to the request submitted by Mr. Jeffrey Phillips and Mr. Paul Rohan on April 26, 2010; or
3. Other action as determined by the Board.

Due to the non-compliance with condition 10.6.1 of the Agreement and consistent with Section 17.1 of the Agreement, staff recommends the Board approve Option 1 and terminate the Agreement. The termination of the Agreement will place the project in violation of its conditions of approval of its associated RPUD (Resolution 2009-99), which requires a valid Chapter 163 Developers Agreement. Consequently, no further development activity or re-platting may occur.

The proposal by Mr. Phillips and Mr. Rohan, dated April 26, 2010, asks for a 90 day extension from the April 27, 2010, deadline to install the landscape buffer and stack block wall.

Section 17.1 of the Agreement requires two public hearings for the termination or amendment of the Agreement. The first public hearing was held by the Board on May 25, 2010. This is the second and final public hearing.

Following the public hearing on May 25, 2010, there was a significant amount of email correspondence between the developer, representatives of the Glen Hollow Farms Homeowners Association, and the County. The primary topic of the email exchanges was to clarify the expectation for the landscape buffer and stack block wall. A copy of the email correspondence is attached.

Mr. Cornelius sent notice of the public hearings to the developer via email on May 12, 2010, and U.S. Postal Service via certified/return receipt mail on May 13, 2010.

As of June 1, 2010, site preparation activity for construction of the stack block wall had commenced. Staff will provide an update regarding the status of the construction activity at the public hearing on June 8, 2010.

For the Board's consideration, staff, in coordination with the County Attorney, prepared documents for the Board's execution at the conclusion of this second final hearing. The first document (Option 1) terminates the agreement and will require the project to start back through the zoning approval process. The second document (Option 2) extends the deadline for construction of the landscape buffer and

stack block wall to July 26, 2010, or prior to the issuance of a Certificate of Occupancy on an Estate home, whichever occurs first. Option 2 also includes a clause that automatically terminates the agreement if the stack block wall and landscape buffer are not constructed by the new deadline and consistent with the terms.

Attached for the Board's information are:

Site and Concurrency Development Agreement

Letter from Mr. Cornelius dated March 4, 2010

Letter from Mr. Cornelius dated March 8, 2010

Letter from Mr. Phillips and Mr. Rohan dated April 26, 2010

Email and Letter from Mr. Cornelius dated May 12, 2010

Resolution 2009-99

Email from Jeffrey Phillips, dated May 24, 2010, regarding contracts for construction of landscape buffer and wall

Emails dated May 26, 2010, to May 28, 2010, from Stephen Drake, Michael Pape, Jeffrey Phillips, and Brad Cornelius

Termination of Agreement (Option 1) and Amendment of Agreement (Option 2)

2010 3224



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**SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES
[VILLAGE PARK CENTER PUD]**

THIS SITE AND CONCURRENCY DEVELOPMENT AGREEMENT, dated this 29 day of December, 2009, is entered into by and between:

- VILLAGE PARK ASSOCIATES, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Associates"); and
- VILLAGE PARK CENTER INVESTORS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Investors"); and
- JP DEVELOPERS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("JP"); and
- VILLAGE PARK ESTATE HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Estate"); and
- VILLAGE PARK CENTER PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("POA"); and
- ORANGE BLOSSOM UTILITIES, INC., A FLORIDA CORPORATION ("Utilities") (by limited Joinder - see Section 7); and
- VILLAGE PARK AT 466, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Park" by limited Joinder - see Section 12); and
- RONALD MILLER ("Miller") (by limited Joinder - see Section 12); and
- PATRICIA REID ("Reid") (by limited Joinder - see Section 12); and
- MICHELE LITTLE ("Little") (by limited Joinder - see Section 12); and
- THE COUNTY OF SUMTER, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("County")

2010 3224



(Note: Associates, Investors, Developers, and Estate are hereinafter collectively the "Current Owners"; POA, to the extent that it holds title to any of the Property that is the subject of this Agreement, shall also be subject to the obligations of the Current Owners under this Agreement).

RECITALS:

- A. The Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorizes local governments to enter into development agreements with developers subject to the procedures and requirements of the Act.
- B. L & N Land Investments, Inc., a Florida Corporation (the "Original Owner") previously owned the parcel of real property located in Sumter County, Florida, depicted and described on attached Exhibit "A" (the "Property"), which is the subject of this Agreement. All of the Parties to this Agreement with the exception of the County (i.e., Associates, Investors, JP, Estate, POA, Utilities, Park, Miller, Reid and Little) are currently the Owners, in separate parcels, of all of the Property.
- C. The Property consists of two contiguous parcels of real property which were, previously, the subject of separate Memorandums of Agreement between Original Owner and County, one parcel being a 9.55 acre parcel described on attached Exhibit "B" (the "Commercial Parcel"), the second parcel being a 42.13 acre parcel described on attached Exhibit "C" (the "Mixed-Use Parcel"); less and except parcels thereof previously conveyed to third parties and described on attached Exhibit "D" (collectively the "Outparcels"). [The combination of the Commercial Parcel and Mixed-Use Parcel, less the Outparcels, is the "Property" described on Exhibit "A", and is the subject of this Agreement.] The Commercial Parcel and the Mixed-Use Parcel are the subject of separate prior Memorandums of Agreement between Original Owner and County, which are described in Recitals D, E and F below.
- D. On April 20, 2004, Original Owner received approval from County to develop the Commercial Parcel as a commercial development, and on September 28, 2004, Original Owner and County entered into a Memorandum of Agreement regarding the Commercial Parcel, which was recorded in OR Book 1274, at Page 576, of the Public Records of Sumter County, Florida ("Memorandum No. 1"). [NOTE: all references in this Agreement to recording information of instruments recorded in Public Records are references to the Official Records Books and Pages of the Sumter County, Florida, Public Records.]
- E. On July 12, 2005, Original Owner received approval from County to develop the Mixed-Use Parcel for a combination of residential and commercial uses, and on said date County and Original Owner entered into a Memorandum of Agreement regarding development restrictions upon, and development criteria for, the Mixed-Use Parcel, which was recorded in OR Book 1422 at Page 420 ("Memorandum No. 2").
- F. On July 12, 2005, Original Owner obtained zoning approval from County for the development of the Mixed-Use Parcel as a Residential Planned Unit Development ("RPUD") and as a condition of said zoning approval Original Owner agreed to certain development restrictions and criteria for the development of the Mixed-Use Parcel as are stated in the Memorandum of Agreement between Original Owner and County recorded in OR Book 1845, at Page 350 ("Memorandum No. 3").
- G. Subsequent to the date of Memorandum No. 3 described in the preceding Recital F the Original Owner and others conveyed to Current Owners, in multiple transactions, title to multiple parcels constituting all of the Property other than a tract (the "Utility Tract" described in Section 7 below) on which a wastewater treatment plant, and other utilities infrastructure, is being constructed to provide potable water and sanitary utility services for the Property, as described in Section 7 below.

2010 3224



- H. On May 13, 2008, County approved a Plat of the Property, named "Village Park Center", which was recorded in Plat Book 10, at Pages 23 - 23A of the Public Records of Sumter County, Florida (the "Current Plat").
- I. Current Owners have submitted to County a revised plan for the common development of the Property as a part of a mixed-use Residential Planned Unit Development, and as a part of the proposal have also submitted to County for its review and approval a proposed re-plat of a portion of the Original Plat, as described below.
- J. County and Current Owners enter into this Agreement to consolidate, amend and restate in total the terms and provisions of Memorandum No. 1, Memorandum No. 2, and Memorandum No. 3 regarding the development of the Property, and upon the execution of this Site and Concurrency Development Agreement by County and Current Owners this Agreement shall supersede and restate in total all of the terms and provisions of Memorandum No. 1, Memorandum No. 2, and Memorandum No. 3.
- K. County and Current Owners enter into this Agreement to memorialize and confirm their respective agreements, obligations and covenants regarding the permitted uses, development restrictions, and design criteria for the Property, as set forth below.
- L. As set forth later in this Agreement, the following third parties, who are the owners of individual Lots or tracts not owned by the Current Owners, have executed the attached Consent and Joinders to this Agreement to consent to and join into this Agreement as they relate to their respective properties:
- (1) Utilities has executed a Consent and Joinder as the owner of the Utility Tract, as set forth in Section 7 below.
 - (2) Village Park at 466, LLC, has executed its Consent and Joinder as the owner of a tract located within the boundaries of the Property, as set forth in Section 12 below.
 - (3) Ronald Miller, Michele Little, and Patricia Reid have executed their respective Consent and Joinders as the owners of individual Lots located within the boundaries of the Property, as set forth in Section 13 below.
- M. County has held public hearings to accept and encourage public input with respect to the proposal of the Current Owners contained in this Agreement, and has considered such public input.
- N. County has determined that the provisions of this Agreement and the contemplated vesting of the development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of the County's Comprehensive Plan.
- O. County has provided its Notice of Intent to consider entering into this Site and Concurrency Development Agreement by advertisements published in the Villages Daily Sun, a newspaper of general circulation and readership in Sumter County, Florida, on November 28, 2009, and on December 21, 2009, and by mailing a copy of the Notice of Intent to the Current Owners and to the persons and entities shown on the most recent Sumter County Tax Roll to be the Current Owners of property lying within 150 feet of the boundaries of the Parcels which are the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.
- P. The Sumter County Zoning & Adjustment Board, serving as the County's Local Planning Agency, held a public hearing on December 7, 2009, to consider this Agreement. The Board of County

2010 3224



Commissioners held a public hearing on December 29, 2009, to consider this Agreement, and has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement is consistent with County's Comprehensive Plan and County's existing Land Development Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Owners agree (as applicable) as follows, which agreements shall be binding upon the parties and their respective successors and assigns, as applicable:

1. **Incorporation of Recitals.** The parties confirm and agree that the above recitals are true and correct and incorporate the terms and provisions herein for all purposes.
2. **Preliminary Statement.** This Chapter 163 Site and Concurrency Development Agreement is a consolidation, amendment, and restatement in total of all of the provisions of Memorandum No. 1, Memorandum No. 2, and Memorandum No. 3 described above in Recitals D, E, and F, respectively. Upon execution of this Agreement the terms and provisions hereof shall control the development of, permitted uses of, and development criteria for the Property. All terms and provisions of the prior three Memorandums are merged into this Agreement, which shall be the sole Agreement controlling future development of the Property, or portions thereof.
3. **Definitions.** For the purposes of this Agreement, in addition to any terms which are specifically defined elsewhere in this Agreement the following terms shall have the following meanings:
 - 3.1 **"Agreement"** – This Chapter 163 Site and Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the *Florida Statutes*.
 - 3.2 **"Consent" or "Consents"** – As applicable, to one or more of the Consent and Joinders executed by Utilities, Ronald Miller, Michele Little, and Patricia Reid, under which the Parties executing the Consent and Joinders consent to, and join in to, this Agreement as they relate to their respective Parcels.
 - 3.3 **"County"** – Sumter County, Florida, a political subdivision of the State of Florida.
 - 3.4 **"DCA"** – The State of Florida Department of Community Affairs.
 - 3.5 **"District"** – The Southwest Florida Water Management District, an agency of the State of Florida.
 - 3.6 **"Effective Date"** – The date thirty (30) days after the State land planning agency has received from County a copy of this Agreement following its recordation in the Public Records of Sumter County, Florida, as is set forth more specifically in Section 20.1 below.
 - 3.7 **"FDOT"** – The State of Florida Department of Transportation, an agency of the State of Florida.
 - 3.8 **"Master Site Plan"** – The Conceptual PUD Master Site Plan for "Village Park Center" which has been submitted by Current Owners to County for approval, and approved by County on December 29, 2009. A copy of the approved Master Site Plan is attached to this Agreement as Exhibit "E".

2010 3224



- 3.9 "Parcel" or "Parcels" – As applicable, one or more of the Parcels of real property which are specifically described or defined under the terms of this Agreement.
 - 3.10 "Project" -- The development of the Property (defined below) in accordance with the following conceptual plan:
 - 3.10.1 The Property will be developed as a mixed-use Residential Planned Unit Development under the zoning classification of Planned Unit Development contained in County's Code of Ordinances.
 - 3.10.2 All development of the Property shall be in accordance with the Master Site Plan shown on attached Exhibit "E".
 - 3.10.3 The development of the Property shall be limited to those permitted uses, and their respective development intensities, shown in Section 5 below.
 - 3.11 "Property" -- The real property which is the subject of this Agreement, and is described on the attached Exhibit "A", and consists of the combination of the Commercial Parcel described on attached Exhibit "B" and the Mixed-Use Parcel described on attached Exhibit "C", less and except the Outparcels described on attached Exhibit "D". All development of the Property shall be subject to, and in accordance with, the provisions of this Agreement.
 - 3.12 "Public Facilities" – Those public facilities that are identified in Section 14.
 - 3.13 "PUD" -- The Village Park Center Planned Unit Development which is the subject of this Agreement.
 - 3.14 "Subdivision" – Any individual platted subdivisions located within the Project. Improvement plans for individual Subdivisions will be approved by County subject to the provisions of this Agreement and subject to the approved Master Site Plan, on a Subdivision-by-Subdivision basis.
4. Duration of the Agreement . Subject to the later provisions of this Agreement, this Agreement shall have a term of twenty (20) years, commencing on the Effective Date of the Agreement.
5. Development Restrictions and Permitted Uses. Permitted uses of, or portions thereof, and development restrictions with respect to, the Property, and amendments of the uses permitted or development restrictions regarding the Property, shall be in accordance with the provisions of this Section and Sections 6, 8, 9, 10 and 13 below.
- 5.1 Initial Permitted Uses. The initial permitted uses of the Property shall be as follows:

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2010 3224



PERMITTED USES	PARCELS BUILDINGS ON MASTER SITE PLAN	DEVELOPMENT INTENSITY	MAXIMUM HEIGHT
Single Family Residential (detached)	Lots 1-12 and Parcels labeled "Estate Home"	14 Units	35 feet ¹
Attached Townhomes	Townhome Parcels Identified on Site Plan	42 Units	35 feet ¹
Detached Homes	Detached Homes Parcels Identified on Site Plan	55 Units	35 feet ¹
Residential	Building C - Residential	83,794 sq. ft. / 52 Units	35 feet ¹
Commercial	Building C - Commercial	33,694 sq. ft.	35 feet ²
Office / Retail	Buildings A&B	42,196 sq. ft.	35 feet ²
Office / Retail	Building D	29,526 sq. ft.	35 feet ²
Office / Retail	Building E	17,640 sq. ft.	35 feet ²
Office / Retail	Building F	17,640 sq. ft.	35 feet ²
Restaurant	Restaurant A	5,500 Sq. ft.	35 feet ²
Restaurant	Restaurant B	5,500 Sq. ft.	35 feet ²
<p>NOTE: No residential structures shall exceed 35 feet in height.</p> <p>The maximum building height for non-residential buildings shall be 35 feet, except for fully sprinkled buildings, which shall have a maximum height of 50 feet. Application of this design criteria of building heights shall not include uninhabitable architectural or mechanical features.</p>			

- 5.2 **Amendment of Permitted Uses.** The permitted uses, development intensities, and maximum heights included in the preceding matrix may be amended or modified only by amendment of the terms of this Agreement.
- 5.3 **Relationship to Land Use Classification and Zoning Classification.** The restrictions on or provisions herein concerning the development of the Property or any portion thereof

2010 3224



do not operate to supercede any applicable land use classification or zoning classification of the Parcels, or any portion thereof, subject to the following provisions:

- 5.3.1 The Property consists of parcels having land use classifications of Commercial and High Density Residential on the Future Land Use Map of County's Comprehensive Plan, and a zoning classification of Residential Planned Unit Development (RPUD) under County's Zoning Code.
- 5.3.2 The Property or portions thereof may only be developed in accordance with the applicable land use classification and zoning classification of the Property that may exist, or be amended from time to time, under County's Comprehensive Plan, County Zoning Code, or County's Land Development Regulations. If an Owner desires use of a Parcel or a portion thereof which is not included in the matrix in Section 5.1 above the Owner must seek and procure the amendment of, as applicable, the land use classification or (zoning classification) or both, of the Parcel and an amendment of this Agreement.
6. **Housing For Older Persons.** Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied residential units must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of the Property Owners' Association (see Section 12 below) to determine whether eighty percent (80%) of the occupied residential units on the Property are occupied by at least one (1) person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) years of age may be a permanent occupant of any residential unit, except that persons under the age of eighteen (18) years may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by the rules and regulations of the Association, adopted by the Board of Directors of the Association. Notwithstanding anything in the contrary set forth in this Section, the restriction that no person under the age of eighteen (18) years of age may be a permanent occupant of any residential unit shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended to be consistent with, and are set forth in order to comply with the provisions of, the Federal Fair Housing Act and the Housing for Older Persons Act (collectively the "Act") and exceptions therefrom provided in 42 U.S.C. §3607, regarding discrimination of familial status, and may be amended at any time by a majority of the Association's Board of Directors (without the joinder or vote of owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act.
7. **Utilities; Joinder Of Utilities Parcel Owners.** Potable water and sanitary sewer services for the Property shall be provided by private entity utilities. County shall have no obligation to manage, maintain, repair, or operate utilities services on the Property. Sanitary sewer and potable water services for the Property shall be provided by an on-site wastewater treatment plant approved by County in 2004, and an on-site central water system, both utilities facilities located on the Utility Parcel which is described on attached Exhibit "F". All sanitary sewer and potable water services shall be provided in accordance with any applicable rules and regulations of County or any other Governmental Authority having jurisdiction over such services. Utilities executes its Consent and Joinder to this Agreement to agree to the terms and provisions of this Memorandum of Agreement and acknowledge that the terms of this Memorandum of Agreement shall encumber all of the Property, including the Utilities Parcel. The Joinder of Utilities to this Agreement is limited to these purposes.
8. **Roads.** No publicly dedicated roadways shall be constructed on the Property. The roads located within the boundaries of the Property and providing access to the individual Tracts and Lots depicted on the Current Plat are owned by the Association. Association shall provide to County, in form and content acceptable to County a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress over the Roadways for the purposes of access over the Roadways

2010 3224



for governmental and public entities (including but not limited to law enforcement, fire, emergency services, building permit, and code enforcement activities). County shall have no obligation for the construction, improvement, maintenance or repair of any roadways on the Property. There shall be no direct access from any roadways constructed on the Property to the lands lying north of the Property. All owners of any portion of the Property confirm and acknowledge that County has no obligation or responsibility for the construction, maintenance or repair of roadways constructed on the Property. Unless the Current Owners have assigned to a third party ("Successor Developer") said road obligations, and said Successor Developer has in writing acknowledged the assumption of the obligation to construct roadway improvements, Current Owners shall be solely responsible for the construction of roads on the Property. Association shall be responsible for the inspection, repair, maintenance and replacement of the roadway facilities on the Property, and Association's Joinder to this Agreement constitutes an acknowledgment of the assignment of the obligations of Current Owners to Association for the inspection, repair, maintenance and replacement of roadway facilities and improvements, and an express assumption of those obligations. This assumption of obligations by Association shall not, however, operate to release Current Owners from their obligations to complete construction of all roadways planned under the improvement plans for the project, to be constructed on Tract Q as depicted on the Current Plat.

9. **Storm Water Management.** Storm water drainage, runoff and retention shall be pursuant to development orders or permits issued by the District, or development orders or permits as amended by the District, and as required by County's Development Code. All of the Property shall be served by a storm water management system designed in accordance with the regulations of the District and County and permitted by the District. County shall have no obligation for the construction of storm water management system improvements, or the maintenance of storm water management systems. Current Owners shall be responsible for the construction, operation and maintenance of storm water management system improvements in accordance with the terms of all development orders or permits issued by District and County. Current Owners shall have the right, subject to any required approval by District and County, to assign to the Association responsibility for inspection, maintenance, repair and replacement of surface water and storm water management system improvements, as set forth in Section 12.4 below.

10. **Design Criteria; Setbacks; & Buffering Requirements.** The Property may be developed as single lots or as multiple lot parcels, and shall be developed in accordance with the following development standards:
 - 10.1 **Impervious Surfaces.** The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%). Individual site plans with an impervious surface ratio in excess of eighty percent (80%) may be approved provided that the approved ratio, when considering all of the Property shall not exceed the eighty percent (80%) coverage ratio. Individual site plans submitted shall submit documentation that the aggregate of all the Property previously developed, and the proposed site plan, when considered in aggregate, will not exceed the eighty percent (80%) impervious surface ratio for the project.

 - 10.2 **Building Height.** The maximum building height for any residential building located on the Property shall be thirty-five feet (35'). The maximum building height for non-residential buildings located on the Property shall also be thirty-five feet (35'), except for fully sprinkled buildings, which may have a maximum height of fifty feet (50'). Application of this design criteria for building heights shall not include uninhabitable architectural or mechanical building features.

 - 10.3 **Lot Size.** No minimum lot size shall be required. However, all required setbacks must be provided.

2010 3224



- 10.4 **Lot Width.** No minimum lot width is required. However, all required setbacks must be provided.
- 10.5 **Setbacks.** Setbacks for individual lot or tracts in the Property shall be consistent with the approved Site Plan.
- 10.6 **Eastern Boundary.**
- 10.6.1 There shall be constructed and maintained a thirty foot (30') irrigated landscape buffer and stack block wall along the eastern boundary of the Property as depicted on Sheet No. 45 of the Construction Plans For The Village Park Center Downtown & Residential For Village Park Investors, LLC, as prepared by Springstead Engineering, Inc., under Job Number 031001.007, approved by the County on December 29, 2009. Installation of the buffer and stack block wall must be completed on or before the first of the following dates to occur: (1) the date of issuance of the first Certificate of Occupancy for a residence or model in the Estate section of the Property; or (2) March 1, 2010.
- 10.6.2 The irrigation system shall be provided for all shrubs and trees in the buffer, designed to deliver adequate water on a regular basis throughout the natural life of the landscaping; the system shall be designed, installed, operated, and maintained in accordance with the Florida Irrigation Society's "Standards and Specifications for Landscape Irrigation Systems," current edition.
- The irrigated landscape buffer shall be maintained in perpetuity, to achieve and preserve the intended dense screen of healthy shrubs and trees, and aided by such maintenance to thrive and grow to their full mature and natural form and habit. This perpetual maintenance shall include:
- 10.6.2.1 Provision and replenishment of pine straw mulch around all shrubs and trees to maintain soil moisture and minimize competing weed growth.
- 10.6.2.2 Regular removal and treatment for weeds in the turf and planted areas.
- 10.6.2.3 Regular mowing of turf to maintain a neat, pasture-like appearance; line trimming and edging of turf at bed lines, walls, and fence lines visible from Glen Hollow Farms.
- 10.6.2.4 Fertilization of trees, shrubs, and turf using appropriately formulated slow-release fertilizer, at a rate of three (3) times a year for a minimum period of four (4) years, to achieve the required mature growth and opacity of foliage.
- 10.6.3 The large oak tree currently located in the southeast corner of the Property between Lot 12 and the Lift Station originally intended to be removed by the Current Owners shall remain on the Property.
- 10.6.4 The POA shall be responsible for the inspection, maintenance, repair and replacement (as required) of the irrigated landscape buffer, stacked block wall and irrigation systems described previously in this Section 10.6, whether or not the POA is the owner of the parcel of the Property on which the improvements are located. The POA's right, and responsibility, to inspect, maintain, repair and

2010 3224



replace these improvements shall be established in the terms of the Declaration to be recorded in the Sumter County Public Records, described in Section 12.2 below.

- 10.7 **Architecture Standards.** The architectural design and exterior elevations of all proposed structures on the Property shall be designed in conformance with the architectural and elevation renderings provided in the "Master Planning & Conceptual Design Package for Village Parc Centre" dated August 21, 2008, prepared by Burke Hogue & Mills Architecture and Interior Design, which has been submitted by Current Owners to County and approved by County. Current Owners shall implement these architecture standards requirement through the recordation of restrictive covenants under which architectural standards are controlled by an Architectural Review Board, or a similar entity, originally controlled by Current Owners or their designee and controlled after build-out by representatives of Owners of parcels of the Property.
- 10.8 **Parking Areas.** Each paved parking space located on the Property shall contain a rectangular area not less than twenty (20) feet in length and ten (10) feet in width. Each paved handicap parking space shall contain a rectangular area of not less than twenty (20) feet in length and twelve (12) feet in width. All handicap parking areas shall follow the guidelines of the Florida Accessibility Code, Section 11-46, Florida Administrative Code. Lines demarcating parking spaces may be drawn at various angles in relation to curbs or aisles, so long as parking spaces created are contained within the required rectangular areas. The number of required parking spaces shall be in accordance with the Schedule shown on the attached Exhibit "G".
- 10.9 **Building Heights.** The maximum building height for any residential building located on the Property shall be thirty-five feet (35'). The maximum building height for non-residential buildings located on the Property shall also be thirty-five feet (35'), except for fully sprinkled buildings, which may have a maximum height of fifty feet (50'). Application of this design criteria for building heights shall not include uninhabitable architectural or mechanical building features.
11. **Intersection Signalization.** If County, during the term of this Agreement, requests that Current Owners submit to County for its review a traffic signal warrant analysis for the potential signalization of the intersection of NE 62nd Terrace and C-466 then the following provisions shall be applicable:
- 11.1 Current Owners shall immediately procure, at their expense, a traffic signal warrant analysis prepared by qualified engineers, in accordance with methodology approved by County.
- 11.2 If County determines that the traffic signal warrant analysis substantiates the need for signalization of the intersection, County shall provide written notice to Current Owners, and Current Owners shall, at their cost immediately initiate and pursue completion with due diligence the design, permitting and construction of the signalization of the intersection, in accordance with plans and specifications reviewed and approved by County and any other applicable permitting governmental authority.
12. **Property Owners' Association ("POA").** Current Owners have formed the POA, a Florida not-for-profit Corporation, for the purpose of the ownership, inspection, maintenance, repair and replacement of Common Elements (defined below) on the Property. The rights, operations and activities of the POA shall be in accordance with the following provisions:
- 12.1 If title to a portion of the Property on which Common Elements (such as, but not limited to, roadways, buffer or landscape areas, and areas on which storm water management system improvements are constructed) is conveyed to the POA, the POA shall thereafter

2010 3224



be responsible for the cost of inspection, maintenance, repair, and replacement of Common Element improvements located on the Property. Additionally, the POA may be charged with maintenance obligations under the terms of the Declaration described below.

- 12.2 Prior to the initiation of ownership of real property or maintenance obligations by the POA, Current Owners (or a Successor Developer to Current Owners) shall cause to be prepared, executed, and recorded in the Sumter County Public Records a Declaration of Covenants (the "Declaration") regarding the POA, containing therein copies of the Articles of Organization and Bylaws of the POA, the procedures for assessment of residential units or commercial properties for regular or special assessments, and the operating procedures for the POA.
- 12.3 Each owner of a residential lot or residential unit located on the Property shall be a member of the POA, and each owner of a commercial lot or commercial unit located on the Property shall be a member of the POA. Assessments for inspection, repair, maintenance, and replacement of common improvements owned or maintained by the POA shall be in accordance with the terms of the recorded Declaration. The Declaration shall contain the initial formula for allocation of assessments between residential units and commercial properties, and the procedure for adjustment of the same.
- 12.4 The POA shall have the authority and responsibility to inspect, maintain, repair, and replace surface water and storm water management system improvements (subject to the provisions of Section 9 above) as well as all other Common Areas, including roadways, water retention areas, and common ownership tracts, depicted on the approved Master Site Plan, and shall have the authority to levy assessments against its members for the purposes of the performance of the maintenance, repair, and replacement, all in accordance with the terms of the recorded Declaration.
13. Joinder By Additional Owners. Attached to this Agreement and incorporated herein for all purposes are the Joinder and Consents of Village Park at 466, LLC; Ronald Miller; Michelle Little; and Patricia Reid; who by their Joinder and Consent to this Agreement acknowledge and agree that:
- 13.1 They are each the owner of one or more individual parcels, tracts or Lots located within the boundaries of the Property.
- 13.2 They each consent to and join in this Agreement, acknowledge that the terms of this Agreement shall constitute an encumbrance on all of the Property, including the sub-parcels owned by them, and further acknowledge that future development of the Property, including their respective sub-parcels, shall be subject to the terms and provisions of this Agreement.
14. Development Permits Required.
- 14.1 Local Development Permits. The local development permits approved or needed to be approved for the development of each respective Parcels for their development in accordance with the provisions of this Agreement, and the status of each such permit or approval, as follows:

2010 3224



PERMIT	STATUS
— Amendment of land use classification for the Property under the County's Comprehensive Plan	Completed
— Assignment of a zoning classification for the Property under the County's zoning code	Completed
— Sumter County approval of the Conceptual Master Plan for the project	Original - Completed Modification - Pending
— Southwest Florida Water Management District Environmental Resource Permit	Completed
— Florida Department of Environmental Protection Wastewater Treatment Facility Construction and Operation Permit	Completed
— Florida Department of Environmental Protection Sanitary Sewer Collection Permit	Completed
— Florida Department of Environmental Water Treatment Facility Construction and Operation Permit	Completed
— Southwest Florida Water Management District Water Use Permit	Original - Completed Modification - Pending
— Sumter County Connection Permit for connection of entrance road to C466	Completed
— Approval of improvements/construction plans through DRC for development	Original - Completed Modification - Pending
— Sumter County approval of final Plat of development	Completed
— Sumter County approval of Re-Plat of residential tracts	Pending

Nothing in this Agreement shall be deemed to obviate the Owners' compliance with terms and provisions of each such identified permits, nor to obligate County to grant any of the permits, actions, or approvals enumerated above.

- 14.2 **Additional Permits.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owners of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Parcels of the Owners, as applicable.
- 14.3 **Additional Conditions.** County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary by them for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owners and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.
15. **Public Facilities.** The Public Facilities that will service the developments of the Parcels owned by the Owners and described in this Agreement, the person or entity who shall provide such

2010 3224



Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

- 15.1 **Transportation Facilities.** All of the Property is located within the jurisdictional boundaries of County. This Agreement and the obligations of Current Owners and the Owner hereunder constitute, to the extent required, a Concurrency Development Agreement to mitigate the future traffic facilities impacts of the development of the Property.
 - 15.2 **Potable Water.** Potable water services for the Project will be provided by Orange Blossom Utilities, Inc., the owner of a licensed private water system. The private water provider presently has the sufficient permitted constructed capacity, unreserved, to service the development of all of the Property.
 - 15.3 **Sanitary Sewer.** Sanitary sewer services for the Property shall be provided by Orange Blossom Utilities, Inc. ("Utilities"), as the owner of a licensed private wastewater treatment and disposal system. The private wastewater treatment and disposal system owned by Utilities has sufficient permitted and constructed capacity, unreserved, to service the development of all of the Property.
 - 15.4 **Solid Waste Collection.** Solid waste collection services for the Project will be provided by a private solid waste hauler. Solid waste disposal for the Project will be provided by the County's solid waste facility. The County's solid waste facility has sufficient permitted and constructed capacity, unreserved, available to provide solid waste disposal service for development of all of the Property.
 - 15.5 **Fire Services.** Fire services for the Project will be provided by County, and County presently has sufficient permitted and constructed fire services capacity to provide fire services for the Project without a decrease in the County's level of services provided.
 - 15.6 **Educational Facilities.** The Property is currently served by the following schools, operated by the Sumter County Board of Public Education:
 - 15.6.1 Wildwood Elementary School.
 - 15.6.2 Wildwood Middle/High School.
 - 15.7 **Recreational Facilities.** The Property is served by recreational facilities owned by Sumter County, including Lake Miona Park located within 1 1/2 miles of the Property, Oxford Park located within 2 1/4 miles of the Property, and Cherry Lake Park located within 3 miles of the Property.
 - 15.8 **Health Systems and Facilities.** Villages Regional Medical Center is located within 3.25 miles of the Property.
16. **Annual Report.** During the term of this Agreement, Current Owners agree to file Annual Reports with respect to the Project with County and with the DCA (if applicable under the later provisions of this Section), in accordance with the following provisions:
- 16.1 Annual Reports must be filed with County each year during the initial five (5) years of the term of the Project, not later than forty-five (45) days prior to the expiration of a yearly term.
 - 16.2 The Annual Report filed with County and the DCA (as applicable) shall contain the information required to be filed in the Annual Report under the then-existing provisions in Chapter 163 of the Florida Statutes, and such other information as is reasonably required by County related to the specific terms and provisions of this Agreement

2010 3224



- 16.3 County will have the right, without modification of this Agreement, to agree to eliminate some or all of the reporting requirements included in the Annual Reports by separate written agreement with Current Owners.
- 16.4 During the term of this Agreement, Current Owners shall timely file with the DCA, as Annual Reports included under the terms of this Agreement, Annual Reports as required under the provisions of Chapter 163 of the *Florida Statutes* as the same may subsequently be amended or modified. Current Owners shall provide to County, if not required by statute, a copy of all Annual Reports filed with the DCA simultaneous with their filing. The information required in County's Annual Reports (as described above) which is not included in the Annual Reports required to be filed with the DCA shall be included in supplemental Annual Reports simultaneously filed with County with the transmittal of the copy of the Annual Report filed by Current Owners with the DCA.
17. **Termination.** Termination of this Development Agreement shall be in accordance with the following provisions:
- 17.1 **Termination by County.** If County finds on the basis of the Annual Report, or otherwise, that Current Owners have failed to comply with the terms of this Agreement, County may, after written notice to Current Owners designating a reasonable time to cure any such non-compliance by Current Owners, terminate or modify this Agreement, at County's sole and absolute discretion by the Board of County Commissioners after review and consideration of Staff findings at two (2) Public Hearings of the Board of County Commissioners or by one (1) Public Hearing of the Zoning Adjustment Board (the Local Planning Agency) and one (1) Public Hearing of the Board of County Commissioners. The choice of which Public Hearing procedure to exercise shall be at the sole discretion of the Board of County Commissioners.
- 17.2 **Termination by Mutual Consent.** This Agreement may be terminated by the mutual agreement of Current Owners and County, evidenced by writing and signed by appropriate representatives of each party. If under the terms of this Agreement Current Owners are obligated to construct improvements to traffic facilities which are owned by or located in the County, termination of this Agreement by County and Current Owners will require the consent and joinder of the County in order to release Current Owners from the obligations to construct the required traffic improvements, if such improvements must be constructed under the terms of this Development Agreement.
- 17.3 **Effect of Termination.**
- 17.3.1 Upon (a) a termination of this Agreement under the provisions of Sub-section 17.1; or (b) the expiration of the term of this Agreement; the provisions of Sections 5, 6, 7, 8, 9 and 10 of this Agreement shall remain in full force and effect and shall be binding upon Current Owners and any successor-in-title to Current Owners to the Property or any portion thereof.
- 17.3.2 In the event of the termination of this Agreement under the provisions of Sub-section 17.2 above, all of the rights of Current Owners and County and hereunder shall terminate and subsequent development of the Property shall be limited to uses permitted in the then-existing land use designation of the Property (or any portions thereof) as set forth on the Future Land Use Map of County's Comprehensive Plan, and any then-existing zoning classification of the Property, or any portions thereof, or any subsequent amendments thereto.
18. **Conflict.** In the case of a conflict between the terms of this Agreement and County's Zoning Code, the terms of this Agreement shall control. Matters not specifically addressed in this

Agreement shall be controlled by the terms and provisions of County's Zoning Code, as then amended.

19. **Binding Effect.** The terms and conditions set forth in this Agreement shall inure to the benefit of Owner, as the Owner of the Property, and any successor-in-title to Owner as to the Property or any portion thereof, and shall additionally constitute a covenant running with title to the Property or any portions thereof, and shall be legally binding upon any heirs, assigns, and successors-in-title or interest to the Owner of the Property or any portion thereof.

20. **Enforcement.** Enforcement of this Agreement shall be undertaken through the Sumter County Board of County Commissioners ("*County Commission*"). Upon approval of this Agreement the Property shall only be used for the Permitted Uses described herein. No changes in the Permitted Uses, further expansion of the Permitted Uses, addition to the Permitted Uses, or addition to the facilities shall be permitted except as approved by formal amendment of this Agreement.

21. **General Provisions:**

21.1 **Effective Date.** After its execution by all Parties, including the execution of all referenced Consents and Joinders described above this Agreement shall be recorded in the Public Records of Sumter County, Florida, and the Effective Date of the Agreement shall be determined in accordance with the following provisions:

21.1.1 The County shall record (recording costs shall be paid by Current Owners) this Agreement in the Public Records of Sumter County, Florida, within fourteen (14) days after the date of the execution of this Agreement by County.

21.1.2 County shall provide (by certified or registered mail) a copy of this Agreement, after recordation in the Public Records, to the State Land Planning Agency (the Florida Department of Community Affairs) within fourteen (14) days after the date the Agreement is recorded in the Public Records.

21.1.3 The "Effective Date" of this Agreement shall be the date thirty (30) days after the date the recorded Agreement has been received by the State Land Planning Agency pursuant to the preceding provisions of this Section 20.1.

21.1.4 In the event this Agreement is amended the Effective Date of the Amendment the Amendment shall be recorded, and the Effective Date of the Amendment, shall be determined in accordance with the procedures and terms of this Section 21.1.

21.2 **Notices.**

21.2.1 **Effective Date of Notices.** Any notice required or permitted hereunder, and all demands and requests given or required to be given by and party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

21.2.2 **County's Address.** If given to Sumter County any notice hereunder shall be addressed and given as follows:

Sumter County, Florida
Attn: County Administrator

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
2010 3224
PAGE 15 OF 39
B-2160 P-15

2010 3224

910 North Main Street
Bushnell, FL 33513



With Copy to: Sumter County Attorney
910 North Main Street
Bushnell, FL 33513

With Additional Copy to: Sumter County Planning Department
910 North Main Street
Bushnell, FL 33513

21.2.3 Current Owners' Addresses. If given to Current Owners, any notice hereunder shall be addressed and given as follows:

VILLAGE PARK ASSOCIATES, LLC
Manager: Mr. Paul Rohan
9000 Regency Square Blvd., Ste. 200
Jacksonville, FL 32211

VILLAGE PARK CENTER INVESTORS, LLC
Manager: Commercial First, LLC
Attn: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

JP DEVELOPERS, LLC
Attn: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

VILLAGE PARK ESTATE HOMES, LLC
Manager: Commercial First, LLC
Attn: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

With Single Copy To:
Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue, Ste. 1
Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com

21.2.4 POA Address. If given to POA a Notice hereunder shall be addressed and given as follows:

VILLAGE PARK CENTER PROPERTY OWNERS ASSOCIATION, INC.
Attn.: Mr. Jeffrey Phillips, President
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

With Single Copy To:
Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue, Ste. 1

2010 3224

Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com



21.2.5 **Additional Addresses.** If given to Utilities, a Notice hereunder shall be addressed as follows:

ORANGE BLOSSOM UTILITIES, INC.
PO Box 250
Lady Lake, FL 32158

21.2.6 **Additional Addresses.** If given to Ronald Miller, a Notice hereunder shall be addressed as follows:

RONALD MILLER
c/o: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

21.2.7 **Additional Addresses.** If given to Patricia Reid, a Notice hereunder shall be addressed as follows:

PATRICIA REID
c/o Village Park Estate Homes, LLC
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

21.2.8 **Additional Addresses.** If given to Michele Little, a Notice hereunder shall be addressed as follows:

MICHELE LITTLE
c/o Village Park Estate Homes, LLC
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

21.2.9 **Additional Addresses.** If given to Village Park at 466, LLC, a Notice hereunder shall be addressed as follows:

VILLAGE PARK AT 466, LLC
Manager: Mr. Paul Rohan
9000 Regency Square Blvd., Ste. 200
Jacksonville, FL 32211

21.2.10 **Modification of Address.** Any Party hereto may change the address or addresses to which a Notice is to be sent, or the facsimile number, by giving written notice of such change to the other Parties to this Agreement in the manner provided herein.

21.3 **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

21.4 **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be

binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

- 21.5 **Amendment.** This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.
- 21.6 **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 21.7 **Successors and Assigns** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 21.8 **Applicable Law** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.
- 21.9 **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties have set their hand and seal as of the day and year first above written.

SEE ATTACHED SEPARATE SIGNATURE PAGES

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 18 OF 39
B-2160 P-18
2010 3224



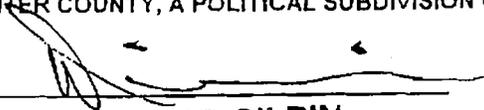
SIGNATURE PAGE OF SUMTER COUNTY, FLORIDA
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

APPROVED AS TO FORM AND CONTENT BY SUMTER COUNTY ATTORNEY:


Print Name: David M. Ateer

AS TO COUNTY:

SUMTER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: 
Print Name: DOUG GILPIN
Chairman, Board of County Commissioners

ATTEST:




Donnie Webb Deputy Clerk
Clerk

DEC 29 2009

APPROVED BY SUMTER COUNTY COMMISSION ON: _____

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 19 OF 39
B-2160 P-19
2010 3224



SIGNATURE PAGE OF VILLAGE PARK ASSOCIATES, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

VILLAGE PARK ASSOCIATES, LLC, A
NEVADA LIMITED LIABILITY COMPANY

Michelle Teerlink
Print Name: Michelle Teerlink

By: [Signature]
Print Name: Paul E. Kwon

Print Name: _____

Title: Principal
Date: 1-26-2010

STATE OF FLORIDA
COUNTY OF Duval

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by Paul E. Kwon as _____ for VILLAGE PARK ASSOCIATES, LLC, A
NEVADA LIMITED LIABILITY COMPANY, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 26 day of January, 2010.

Print Name: Michelle Teerlink
Notary Public, State of Florida
Commission number DD 710035
Commission expires 8/29/2011

Michelle Teerlink



SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 20 OF 39
B-2160 P-20
2010 3224



SIGNATURE PAGE OF VILLAGE PARK CENTER INVESTORS, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

VILLAGE PARK CENTER INVESTORS, LLC, A
NEVADA LIMITED LIABILITY COMPANY

Print Name: ASHLEY DAVIDSON

By: [Signature]
Print Name: JEFFREY PHILLIPS

Print Name: MARK KLUENSTEN

Title: MANAGING MEMBER
Date: 1/11/2010
MANAGING MEMBER COMMERCIAL FIRST LLC
MANAG 092

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by JEFFREY PHILLIPS as MANAGER for VILLAGE PARK CENTER INVESTORS, LLC, A NEVADA LIMITED LIABILITY COMPANY, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 11th day of January, 2009



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 21 OF 39
B-2160 P-21

2010 3224



2010 3224



SIGNATURE PAGE OF JP DEVELOPERS, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

JP DEVELOPERS, LLC, A NEVADA LIMITED
LIABILITY COMPANY

Print Name: ASHLEY DAWSON

By:
Print Name: JEFFREY PHILLIPS

Print Name: MARK BLUMSTEIN

Title: MANAGING MEMBER OF COMMERCIAL FIRST LLC,
MANAGING MEMBER
Date: 1/11/2010

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by JEFFREY PHILLIPS, MANAGING MEMBER for JP DEVELOPERS, LLC, A NEVADA LIMITED LIABILITY COMPANY, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 11th day of January, 2010



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

2010 3224



SIGNATURE PAGE OF VILLAGE PARK ESTATE HOMES, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

VILLAGE PARK ESTATE HOMES, LLC, A
NEVADA LIMITED LIABILITY COMPANY

[Signature]
Print Name: ASHLEY DAVIDSON

By: [Signature]
Print Name: JEFFREY PHILLIPS

[Signature]
Print Name: MARK BLUMSTEIN

Title: MANAGING MEMBER OF COMMERCIAL
Date: 1/11/2010

FIRST US - MANAGING
MEMBER

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by JEFFREY PHILLIPS as MANAGING MEMBER for VILLAGE
PARK ESTATE HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 11th day of January, 2010



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

2010 3224



SIGNATURE PAGE OF VILLAGE PARK CENTER PROPERTY OWNERS ASSOCIATION, INC.
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

VILLAGE PARK CENTER PROPERTY
OWNERS ASSOCIATION, INC., A FLORIDA
NOT-FOR-PROFIT CORPORATION

[Signature]
Print Name: ASHLEY DAVIDSON

By: [Signature]
Print Name: JEFFREY PHILLIPS
Title: PRESIDENT
Date: 1/11/2010

[Signature]
Print Name: MARK BLUMSTADT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing PRESIDENT SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by JEFFREY PHILLIPS as PRESIDENT for VILLAGE
PARK CENTER PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT
CORPORATION, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 11th day of January, 2010



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

SIGNATURE PAGE OF ORANGE BLOSSOM UTILITIES, INC.
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

Sheila Rodriguez
Print Name: Sheila Rodriguez

Mark Rodriguez
Print Name: MARK RODRIGUEZ

ORANGE BLOSSOM UTILITIES, INC., A
FLORIDA CORPORATION

By: Nancy Steinmetz

Print Name: Nancy Steinmetz

Title: President

Date: 1-12-2010

STATE OF FLORIDA
COUNTY OF Lake

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by Nancy Steinmetz as President for ORANGE
BLOSSOM UTILITIES, INC., A FLORIDA CORPORATION, who is:

- Personally known by me, OR
 Produced a driver's license as identification.

Dated: this 12TH day of January, 2010 ~~2009~~



Sheila Rodriguez

Print Name: SHEILA RODRIGUEZ
Notary Public, State of Florida
Commission number DD 774140
Commission expires JUNE 25, 2012

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 25 OF 39
B-2160 P-25

2010 3224



**CONSENT AND JOINDER OF VILLAGE PARK AT 466, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.**

The undersigned, VILLAGE PARK AT 466, LLC, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 22nd day of January, 2010

Signed and sealed in our presence as witnesses: **VILLAGE PARK AT 466, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

Dusan C. Bringle
Print Name: SUSAN C BRINGLE

By: [Signature]
Print Name: Paul Rohan
Title: Manager
Date: 1-22-10

Beverly J. Hernandez
Print Name: Beverly J. Hernandez

STATE OF FLORIDA
COUNTY OF Marion

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by Paul Rohan as Manager for VILLAGE PARK AT 466, LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 22nd day of January, 2010

BEVERLY J. HERNANDEZ
Notary Public, State of Florida
My comm. expires June 22, 2012
Comm. No. DD 799520

[Signature]
Print Name:
Notary Public, State of Florida
Commission number
Commission expires

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 26 OF 39
B-2160 P-26
2010 3224



**CONSENT AND JOINDER OF RONALD MILLER
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.**

The undersigned, RONALD MILLER, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 11 day of January, 20 10

Signed and sealed in our presence as witnesses:

Kathemelly
Print Name: _____

KENNEDY
Print Name: _____

Samuel J. Simon
Print Name: _____

Ronald Miller
RONALD MILLER
Date: 1/11/10

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing CONSENT AND JOINDER OF RONALD MILLER TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by RONALD MILLER, who is

Personally known by me, OR
 Produced a driver's license as identification.

Dated: this 11th day of January, 20 10



Lindsey Levy
Print Name: _____
Notary Public, State of Florida
Commission number _____
Commission expires _____

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 27 OF 39
B-2160 P-27
2010 3224



**CONSENT AND JOINDER OF PATRICIA REID
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.**

The undersigned, PATRICIA REID, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof the undersigned has executed this Consent and Joinder on this 11 day of January, 2010

Signed and sealed in our presence as witnesses:

Michael Carver
Print Name: Michael Carver

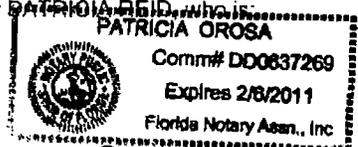
Steve Johnson
Print Name: Steve Johnson

P. Reid
PATRICIA REID
Date: 1/11/2010

STATE OF FLORIDA
COUNTY OF Broward

The foregoing CONSENT AND JOINDER OF PATRICIA REID TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by PATRICIA REID, who is

- Personally known by me, OR
 - Produced a driver's license as identification.
- Dated: this 11th day of January, 2010



P. Orosa
Print Name:
Notary Public, State of Florida
Commission number
Commission expires

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 28 OF 39
B-2160 P-28
2010 3224



**CONSENT AND JOINDER OF MICHELE LITTLE
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET.AL.**

The undersigned, MICHELE LITTLE, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 11 day of January, 2008.

Signed and sealed in our presence as witnesses:

Michelle Carota
Print Name: Michelle Carota

John O'Brian
Print Name: John O'Brian

[Signature]
MICHELE LITTLE
Date: 1/11/2010

STATE OF FLORIDA
COUNTY OF Broward

The foregoing CONSENT AND JOINDER OF MICHELE LITTLE TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by MICHELE LITTLE, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated, this 11th day of January, 2008.



Print Name: P. Ouse
Notary Public, State of Florida
Commission number
Commission expires

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 29 OF 39
B-2160 P-29

2010 3224



SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital B	Legal description of the Property
B	Recital C	Legal description of the Commercial Parcel
C	Recital C	Legal description of the Mixed-Use Parcel
D	Recital C	Composite legal description of the Out Parcels
E	§ 3.8	Approved Master Site Plan
F	§ 7	Legal - Utilities Tract
G	§ 10.8	Schedule of Parking Space Requirements

SUMTER COUNTY, FLORIDA
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT
 02/05/2010 12:51:23PM
 AGREEMENT

PAGE 30 OF 39
 B-2160 P-30
2010 3224



EXHIBIT "A"

PARCEL NO. 1

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE SOUTH 1332.15 FEET; THENCE WEST 220.72 FEET; THENCE NORTH TO THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE EAST TO THE POINT OF BEGINNING, EXCEPT THE NORTH 50.00 FEET OF THE EAST 25.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION. LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND PROCEED SOUTH ALONG THE WEST BOUNDARY OF SAID WEST 1/4, A DISTANCE OF 60.00 FEET TO A REFERENCE POINT A; THENCE RETURN TO POINT OF BEGINNING AND PROCEED WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 60.00 FEET; THENCE SOUTHEASTERLY TO REFERENCE POINT "A".

PARCEL NO. 2

BEGIN 1142.29 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST. THENCE SOUTH 1334.50 FEET; THENCE EAST 1245.32 FEET; THENCE NORTH 1332.49 FEET TO THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE WEST ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

PARCEL NO. 3

THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST LYING NORTH OF HIGHWAY C-466 AND THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION LYING NORTH OF HIGHWAY C-466.

EXCEPT A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THOSE LANDS AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 525, PAGES 48 AND 49 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 499, PAGES 124, 125 AND 126 OF THE PUBLIC RECORDS OF SUMTER COUNTY FLORIDA AND PROCEED SOUTH, ALONG A SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID CERTAIN LANDS, A DISTANCE OF 77.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD NO. C-466 (BEING 100.00 FEET WIDE), SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1959.86 FEET AND A CENTRAL ANGLE OF 10° 52' 01"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY, A DISTANCE OF 371.73 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID CERTAIN LANDS SAID ARC HAVING A CHORD BEARING AND DISTANCE OF N. 77° 52' 18" W., 371.16 FEET; THENCE N. 59° 53' 52" E., ALONG SAID SOUTH BOUNDARY A DISTANCE OF 363.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND LYING AND BEING SITUATE IN SUMTER COUNTY, FLORIDA AND CONTAINS 0.27 ACRES MORE OR LESS.

ALL OF THE ABOVE DESCRIBED PARCELS ARE TOGETHER WITH THE FOLLOWING DESCRIBED:

A PARCEL OF LAND BEING A PORTION OF TRACT "B" OF GLEN HOLLOW FARMS AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGES 136 THROUGH 136c OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 31 OF 39
B-2160 P-31

2010 3224



EXHIBIT "A" (CONT)

FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE EAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND PROCEED SOUTH 89° 42' 12" EAST ALONG THE NORTH LINE OF SAID EAST ¼ AND ALONG THE BOUNDARY OF THE AFORESAID TRACT "B", A DISTANCE OF 225.00 FEET; THENCE SOUTH 43° 17' 05" WEST, A DISTANCE OF 318.13 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF THE AFORESAID EAST ¼ AND THE BOUNDARY OF SAID TRACT "B"; THENCE NORTH 00° 16' 23" EAST ALONG SAID WEST BOUNDARY AND SAID BOUNDARY OF TRACT "B", A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND LYING IN AND BEING SITUATE IN SUMTER COUNTY, FLORIDA.

PARCELS 1 AND 2 SUBJECT TO A UTILITY SET BACK EASEMENT AS RECORDED IN O.R. BOOK 680, PAGE 355 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

PARCELS 1 AND 2 ARE SUBJECT TO A BLANKET SUMTER ELECTRIC COOPERATIVE, INC. UTILITY RIGHT OF WAY EASEMENT AS RECORDED IN O.R. BOOK 106, PAGE 32 OF THE PUBLIC RECORDS OF SUMTER COUNTY.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 32 OF 39
B-2160 P-32

2010 3224



EXHIBIT "B"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH,
RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN S00° 08' 51" E., ALONG
THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 450.10 FEET TO THE POINT
OF BEGINNING. THENCE CONTINUE S00° 08' 51" E., A DISTANCE OF 826.26 FEET TO
THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 466; THENCE RUN N. 45°
51' 08" W., ALONG SAID RIGHT-OF-WAY, 96.21 FEET TO THE POINT OF CURVATURE
OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1959.86 FEET
AND A CENTRAL ANGLE OF 26° 41' 09"; THENCE RUN ALONG THE ARC OF SAID
CURVE AND SAID RIGHT-OF-WAY AN ARC DISTANCE OF 912.82 FEET; THENCE
N00° 00' 00" E., 294.49 FEET; THENCE N. 89° 53' 52" E., 281.21 FEET; THENCE S. 00° 06'
08" E., 94.06 FEET; THENCE N. 89° 53' 52" E., 160.00 FEET; THENCE N. 00° 06' 08" W.,
94.06 FEET; THENCE N. 89° 53' 52" E., 402.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.55 ACRES MORE OR LESS

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT
PAGE 33 OF 39
B-2160 P-33
2010 3224



EXHIBIT "C"

LEGAL DESCRIPTION

BEGIN 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15,
TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN
S. 89° 59' 25" E., ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION
15 1442.24 FEET; THENCE RUN S. 45° 03' 32" E., 49.56 FEET; THENCE RUN S. 00° 07'
42" E., 14.99 FEET; THENCE RUN S. 89° 59' 45" E., 14.99 FEET; THENCE RUN S. 45° 03'
32" E., 14.17 FEET TO THE EAST LINE OF AFORESAID NORTHWEST ¼; THENCE RUN
S. 00° 07' 39" E., ALONG SAID EAST LINE 1271.93 FEET; THENCE RUN S. 89° 55' 20"
W., ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF
SAID SECTION 15, 661.67 FEET; THENCE RUN N. 00° 05' 52" W., 217.19 FEET; THENCE
RUN S. 89° 56' 51" W., 402.54 FEET; THENCE RUN S. 00° 03' 09" E., 94.06 FEET; THENCE
RUN S. 89° 56' 51" W., 160.00 FEET; THENCE RUN N. 00° 03' 09" W., 94.06 FEET;
THENCE RUN S. 89° 56' 51" W., 281.08 FEET; THENCE RUN N. 00° 01' 25" E., 1116.66
FEET TO THE POINT OF BEGINNING.
CONTAINING 42.11 ACRES.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM PAGE 34 OF 39
AGREEMENT B-2160 P-34
2010 3224



EXHIBIT "D"

LEGAL DESCRIPTION - STEINMETZ LOT NO. 1

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 1116.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 01' 25" W., 294.44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 04° 06' 20"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID NORTH RIGHT-OF-WAY AND SAID CURVE A DISTANCE OF 140.45 FEET SAID ARC HAVING A CHORD BEARING OF S. 70° 25' 20" E. AND A CHORD DISTANCE OF 140.42 FEET; THENCE LEAVING SAID CURVE RUN N. 23° 36' 00" E. A DISTANCE OF 221.49 FEET; THENCE RUN S. 66° 24' 00" E. A DISTANCE OF 15.00 FEET; THENCE RUN N. 23° 36' 00" E. A DISTANCE OF 158.02 FEET; THENCE RUN S. 89° 56' 51" W. A DISTANCE OF 297.86 FEET TO THE POINT OF BEGINNING. CONTAINING 1.60 ACRES MORE OR LESS.

LEGAL DESCRIPTION - STEINMETZ LOT NO. 4

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 1411.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 18° 01' 37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID NORTH RIGHT-OF-WAY AND SAID CURVE A DISTANCE OF 616.70 FEET SAID ARC HAVING A CHORD BEARING OF S. 63° 27' 41" E. AND A CHORD DISTANCE OF 614.16 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID CURVE RUN N. 34° 36' 28" E. A DISTANCE OF 293.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.00 FEET AND CENTRAL ANGLE OF 18° 17' 33"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.50 FEET TO THE POINT OF TANGENCY; THENCE RUN N. 16° 18' 54" E. A DISTANCE OF 56.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 74° 11' 32" THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.96 FEET; THENCE RUN N. 89° 55' 20" E., 68.33 FEET TO THE NORTHEAST CORNER OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE RUN S. 00° 05' 52" E., ALONG THE EAST LINE OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ 609.07 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF C-466; THENCE RUN N. 45° 43' 48" W., ALONG SAID RIGHT OF WAY 96.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 08° 38' 52"; THENCE RUN ALONG THE ARC OF SAID RIGHT OF WAY 295.84 FEET SAID ARC HAVING A CHORD BEARING OF N. 50° 07' 27" W., AND A CHORD DISTANCE OF 295.56 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL CONTAINS 2.26 ACRES MORE OR LESS.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 35 OF 39
B-2160 P-35

2010 3224



EXHIBIT "D" CONTINUED

GROUND FEE SIMPLE FOR TRACT "T" (SIGN)

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 1411.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; THENCE RUN S. 76° 57' 17" E., 261.46 FEET TO THE POINT OF BEGINNING; THENCE RUN N. 25° 05' 41" E., 5.00 FEET; THENCE RUN S. 64° 54' 19" E., 5.00 FEET; THENCE RUN S. 25° 05' 41" W., 5.00 FEET; THENCE RUN N. 64° 54' 19" W., 5.00 FEET TO THE POINT OF BEGINNING.

AIR RIGHTS EASEMENTS AND EASEMENT FOR INGRESS AND EGRESS FOR TRACT "T" (SIGN)

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 1411.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; THENCE RUN S. 82° 22' 43" E., 249.72 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 64° 54' 19" E., 40.00 FEET; THENCE RUN S. 41° 26' 23" W., 42.64 FEET; THENCE RUN N. 64° 54' 19" W., 16.00 FEET; THENCE RUN N. 08° 44' 58" E., 42.64 FEET TO THE POINT OF BEGINNING.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 36 OF 39
B-2160 P-36

2010 3224



SUNTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF
02/05/2010 12:51:23PM
AGREEMENT

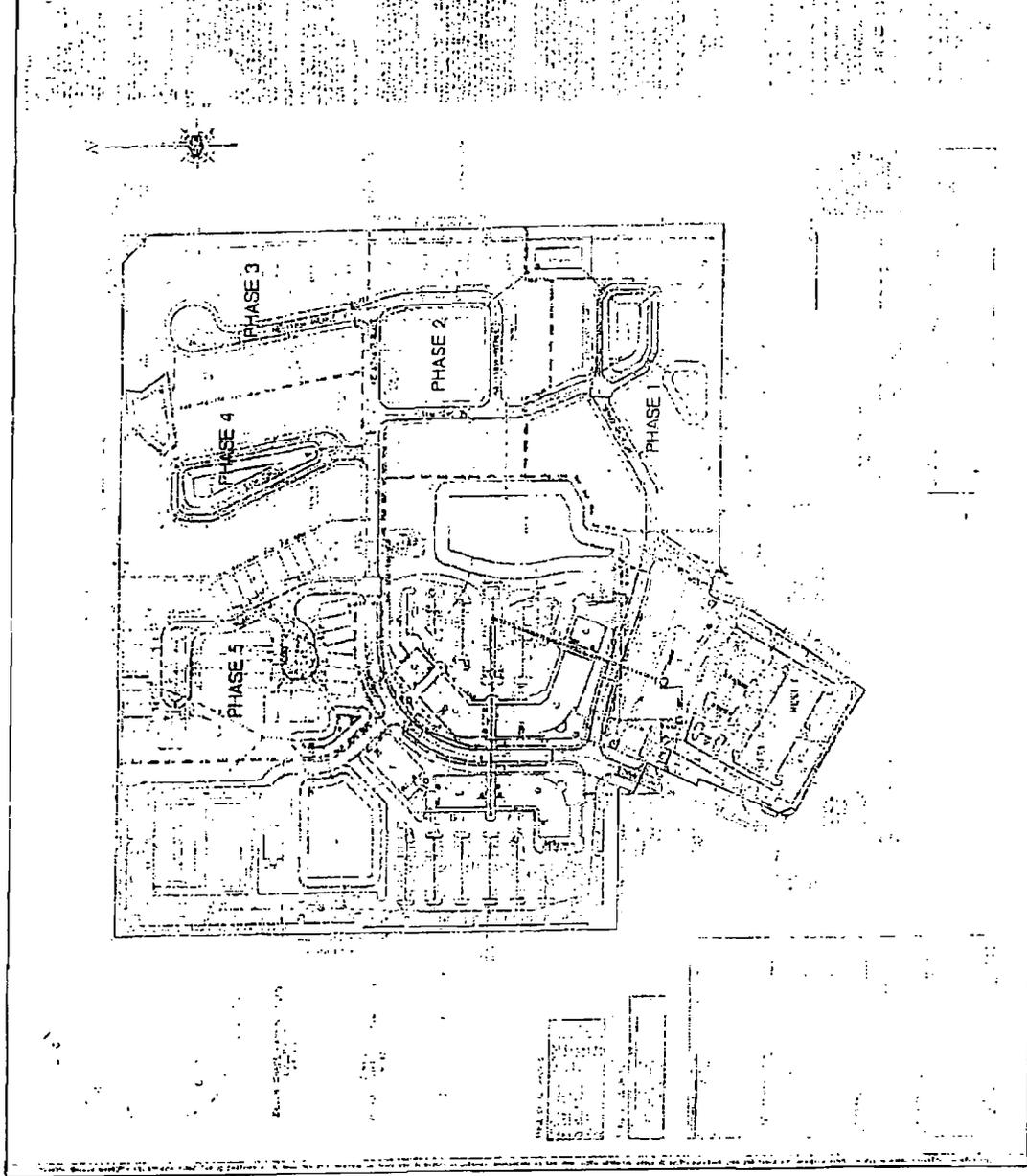


EXHIBIT 'E'

EXHIBIT "F"

MAIN WELL SITE

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 464.25 FEET; THENCE RUN S. 89° 58' 35" E., 757.14 FEET TO POINT OF BEGINNING; THENCE RUN S. 89° 59' 26" E., 121.24 FEET; THENCE RUN S. 00° 00' 34" W., 64.07 FEET; THENCE RUN N. 89° 59' 26" W., 121.23 FEET; THENCE RUN N. 00° 00' 00" E., 64.07 FEET TO THE POINT OF BEGINNING. CONTAINING 7767.27 SQ. FT. (0.18 Ac.±)

AUXILIARY WELL SITE

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 626.25 FEET; THENCE RUN S. 89° 58' 35" E., 827.69 FEET TO POINT OF BEGINNING; THENCE RUN N. 89° 45' 29" E., 25.30 FEET; THENCE RUN S. 00° 14' 31" E., 20.99 FEET; THENCE RUN S. 89° 45' 29" W., 25.30 FEET; THENCE RUN N. 00° 14' 31" W., 20.99 FEET TO THE POINT OF BEGINNING. CONTAINING 531.14 SQ. FT. (0.0122 Ac.±)

SEWAGE TREATMENT PLANT

BEGINS 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 387.53 FEET; THENCE RUN S. 89° 56' 26" E., 385.21 FEET; THENCE RUN N. 00° 00' 35" E., 387.87 FEET TO THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE RUN N. 89° 59' 25" W., ALONG AFORESAID NORTH LINE 385.12 FEET TO THE POINT OF BEGINNING. CONTAINING 149329.84 SQ. FT. (3.43 AC. ±).

LIFT STATION SITE

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 89° 55' 20" W., 73.24 FEET; THENCE RUN N. 00° 04' 40" W., 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N. 00° 04' 40" W., 23.33 FEET; THENCE RUN S. 89° 55' 20" W., 27.33 FEET; THENCE RUN S. 00° 04' 40" E., 23.33 FEET; THENCE RUN N. 89° 55' 20" E., 27.33 FEET TO THE POINT OF BEGINNING. CONTAINING 637.78 SQ. FT. (0.0145 AC. ±).

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

PAGE 38 OF 39
B-2160 P-38

2010 3224



EXHIBIT "G"

TABLE 13-561B PARKING REQUIREMENTS	
Specific Use	Required Parking Spaces*
Residential	
Group home, ACLF or nursing home	1 per 4 beds
Hotel or Motel	1.1 per sleeping room or rental unit
Single family attached/detached	2 per dwelling unit
Commercial	
Bank	1 per 220 sq. ft. of floor area plus stacking lane requirements
Bowling Alley	4 spaces per alley
Convenience store	1 per 200 sq. ft. of gross leasable area
Movies Theaters	1 space per 3 seats
Offices, medical and dental clinics, veterinary clinics	1 per 250 sq. ft. of gross floor area
Restaurant, bar, cocktail lounge or fast food	1 per 125 sq. ft. of gross leasable area, or 1 per 2.5 seats, whichever is greater, plus stacking lane requirements
Uses located in shopping centers and general retail independently located	1 per 250 sq. ft. of gross leasable area
Vehicle repair/service shop	3 spaces per repair bay
Warehousing, distribution, construction and contractor's yards, storage	1 per 1,000 sq. ft. of gross floor area for the first 20,000 sq. ft. and 1 per 2,000 sq. ft. of gross floor area in excess of 20,000 sq. ft.
Warehousing - mini storage	5 spaces, if office is provided

SUMTER COUNTY, FLORIDA
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT
 02/05/2010 12:51:23PM
 AGREEMENT

PAGE 39 OF 39
 B-2160 P-39

2010 3224



Board of County Commissioners

Division of Planning & Development

Planning Services

910 N. Main Street, Suite 301 • Bushnell, FL 33513 • Phone (352) 793-0270 • FAX: (352) 793-0274
Website: <http://sumtercountyfl.gov/planning>



March 4, 2010

Village Park Center Investors, LLC – c/o Mr. Jeffrey Phillips
JP Developers, LLC – c/o Mr. Jeffrey Phillips
Village Park Estate Homes, LLC – c/o Mr. Jeffrey Phillips
Village Park Associates, LLC – c/o Mr. Paul Rohan
Village Park Center Property Owners Association, Inc. – c/o Mr. Jeffrey Phillips
Orange Blossom Utilities, Inc. – c/o Nancy Steinmetz
Village Park at 466, LLC – c/o Mr. Paul Rohan
Ronald Miller - c/o Mr. Jeffrey Phillips
Patricia Reid – c/o Village Park Estate Homes, LLC
Michele Little – c/o Village Park Estate Homes, LLC
Gray, Ackerman & Haines P.A. – Steven H. Gray, Esquire

Re: Violation of Condition of Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD

To Parties Named Above:

This letter is provided pursuant to Section 17.1 of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39).

Section 10.6.1 of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39) requires that a landscape buffer and stack block wall be installed along the eastern property line of the project prior to the issuance of a Certificate of Occupancy for a residence or model in the Estate section of the property or March 1, 2010, whichever occurs first. As of March 4, 2010, the required landscape buffer and stack block wall are not installed. This is a direct violation of the referenced condition.

Bradley T. Cornelius, AICP
Planning Manager
(352) 569-6027

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Don Burgess, Dist 3
Vice Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Garry Breeden, Dist 4
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Pursuant to Section 17.1 of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39), the County is providing you a reasonable time to cure the violation and construct the required landscape buffer and stack block wall. The deadline to install the landscape buffer and stack block wall is extended to April 1, 2010. If the required landscape buffer and stack block wall is not installed by April 1, 2010, then public hearings will be scheduled with the Board of County Commissioners to consider the termination of the agreement.

Due to the current non-compliance status of the project with the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39), the current re-platting process will be placed on hold until the issue of the installation of the landscape buffer and stack block wall is resolved.

Sincerely,

A handwritten signature in black ink, appearing to read 'BTC', is written over a horizontal dashed line.

Bradley T. Cornelius, AICP
Planning Manager

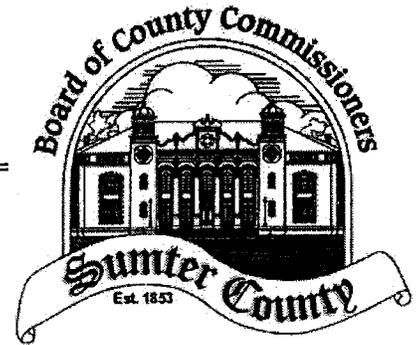
Copy: Bradley Arnold, County Administrator
Derril McAteer, Hogan Law Firm, County Attorney

Board of County Commissioners

Division of Planning & Development

Planning Services

910 N. Main Street, Suite 301 • Bushnell, FL 33513 • Phone (352) 793-0270 • FAX: (352) 793-0274
Website: <http://sumtercountyfl.gov/planning>



March 8, 2010

Village Park Center Investors, LLC – c/o Mr. Jeffrey Phillips
JP Developers, LLC – c/o Mr. Jeffrey Phillips
Village Park Estate Homes, LLC – c/o Mr. Jeffrey Phillips
Village Park Associates, LLC – c/o Mr. Paul Rohan
Village Park Center Property Owners Association, Inc. – c/o Mr. Jeffrey Phillips
Orange Blossom Utilities, Inc. – c/o Nancy Steinmetz
Village Park at 466, LLC – c/o Mr. Paul Rohan
Ronald Miller - c/o Mr. Jeffrey Phillips
Patricia Reid – c/o Village Park Estate Homes, LLC
Michele Little – c/o Village Park Estate Homes, LLC
Gray, Ackerman & Haines P.A. – Steven H. Gray, Esquire

Re: Amended - Violation of Condition of Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD

To Parties Named Above:

This letter is an amendment to the letter dated March 4, 2010, regarding the potential violation of a condition of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39).

The March 4, 2010, letter notified you of the violation of Section 10.6.1 of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39) that requires a landscape buffer and stack block wall be installed along the eastern property line of the project prior to the issuance of a Certificate of Occupancy for a residence or model in the

Bradley T. Cornelius, AICP
Planning Manager
(352) 569-6027

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Don Burgess, Dist 3
Vice Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Garry Breeden, Dist 4
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

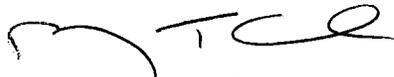
Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Estate section of the property or March 1, 2010, whichever occurs first. As of March 4, 2010, the required landscape buffer and stack block wall were not installed.

In a phone conversation with Mr. Jeffrey Phillips on March 5, 2010, Mr. Phillips raised a concern that the March 1, 2010, date for installation of the landscape buffer and stack block wall was prior to the effective date of the Agreement. Upon review of the issue by the County Attorney, the County Attorney recommended that the date of completion for the stack block wall be extended to April 27, 2010. If the required landscape buffer and stack block wall is not installed by April 27, 2010, or prior to the issuance of a Certificate of Occupancy, whichever occurs first, then public hearings will be scheduled with the Board of County Commissioners to consider the possible termination of the agreement.

The current re-platting process will continue.

Sincerely,

A handwritten signature in black ink, appearing to read 'BTC', written over a horizontal line.

Bradley T. Cornelius, AICP
Planning Manager

Copy: Bradley Arnold, County Administrator
Derril McAteer, Hogan Law Firm, County Attorney

Cornelius, Brad

From: Jeffrey Phillips [jeffrey444@gmail.com]
Sent: Wednesday, April 28, 2010 9:11 AM
To: Cornelius, Brad
Cc: David Zorn; David Springstead; Robert Willison
Subject: Village Park
Attachments: VILLAGE PARK PROPERTY OWNERS ASSOCIATION INC.doc

Brad,

Attached you will find the letter we discussed relating to the request for an extension of the deadline for the Buffer improvements.

Thank you for the cooperation.

Jeffrey Phillips

**VILLAGE PARK PROPERTY OWNERS ASSOCIATION INC.
VILLAGE PARK ESTATE HOMES LLC
VILLAGE PARK CENTER INVESTORS LLC
JP DEVELOPERS LLC
VILLAGE PARK AT 466 LLC
VILLAGE PARK ASSOCIATES LLC
8770 Valhalla Drive
Delray Beach, fl 33446
&
9000 Regency Square Blvd, Ste 200
Jacksonville, Fl 32211**

4/26/2010

**Mr. Bradley Arnold
County Administrator
Mr. Brad Cornelius
Planning Manager
Sumter County Attorney
910 North Main Street
Bushnell, Fl 33513**

**RE: Site and Concurrency Developers Agreement Section 10.6 - Eastern Wall
– Extension on Buffer Wall Requirement**

Gentlemen,

Per our meeting on April 19, 2010 after the DRC, this letter shall serve to request a 90 day extension to install the stacked block wall and landscaping per the above referenced Developers Agreement from the April 27th, 2010 extended date. We would also condition this extension upon our furnishing weekly reports of progress in order to demonstrate our sincerity to complete this requirement.

This request is necessary as due to the complexity and mobilization requirements we need additional time. The wall is 1270 Lineal feet and runs from 4' to 10' high and the current embankment will have to be cut back perhaps 6-7' to accommodate the crushed rock and geosynthetic material. The number of blocks totals over 8,600 and the supply is not available at this time so we time for them to be manufactured. The manufacturer is Anchor Block. We are attaching the specifications as furnished by our Block manufacturer.

After the wall is completed we can commence landscaping which include over 80 oaks and viburnum in between plus irrigation necessary to service the landscaping. Overall, this is not a simple or timely installation.

We are all concerned with the final product result which is why we are requesting your cooperation in extending the due date. Should you need any further information please let us know. Thank you again for your assistance to date.

Very Truly Yours,

Jeffrey Phillips

As president, Village Park Property Owners Association, Inc

Paul Rohan,

Manager

Village at 466 LLC

Village Park Associates LLC

Cc: Steve Gray, Esquire

Cornelius, Brad

From: Cornelius, Brad
Sent: Wednesday, May 12, 2010 5:11 PM
To: 'Jeffrey Phillips'
Cc: Steve Gray; David Springstead; prohan246@aol.com; Arnold, Bradley; 'Derrill McAteer'
Subject: Notice of Public Hearing Related to Chapter 163 Developers Agreement for Village Park Center
Importance: High
Attachments: Village Park Hearing Letter 5 12 2010.pdf

Please see the attached letter regarding the public hearings scheduled for the BOCC to consider either the amendment or termination of the Chapter 163 Developers Agreement for Village Park Center.

The original will follow in the mail.

Thank you,
Brad Cornelius, AICP

Planning Manager

Sumter County

Division of Planning & Development

352.793.0270

brad.cornelius@sumtercountyfl.gov

***** Important Notice *****

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

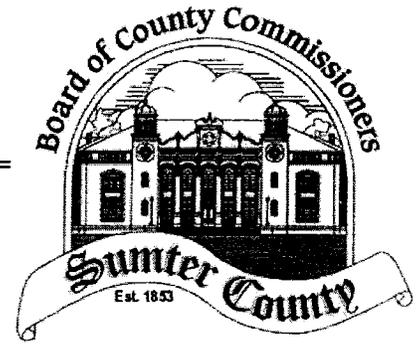
Board of County Commissioners

Division of Planning & Development

Planning Services

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May 12, 2010

Village Park Center Investors, LLC – c/o Mr. Jeffrey Phillips
JP Developers, LLC – c/o Mr. Jeffrey Phillips
Village Park Estate Homes, LLC – c/o Mr. Jeffrey Phillips
Village Park Associates, LLC – c/o Mr. Paul Rohan
Village Park Center Property Owners Association, Inc. – c/o Mr. Jeffrey Phillips
Orange Blossom Utilities, Inc. – c/o Nancy Steinmetz
Village Park at 466, LLC – c/o Mr. Paul Rohan
Ronald Miller - c/o Mr. Jeffrey Phillips
Patricia Reid – c/o Village Park Estate Homes, LLC – Mr. Jeffrey Phillips
Michele Little – c/o Village Park Estate Homes, LLC – Mr. Jeffrey Phillips
Gray, Ackerman & Haines P.A. – Steven H. Gray, Esquire

Re: Public Hearings to Consider Termination or Amendment of Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes for Village Park Center PUD.

To Parties Named Above:

This letter is to notify you of public hearings to be held by the Board of County Commissioners to consider the termination or amendment of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39).

These public hearings are a result of the failure to meet the condition of the Agreement for the installation of a landscape buffer and stack block wall along the eastern property line of the project. The deadline for the installation was April 27, 2010. The landscape buffer and stack block wall was not completed by April 27, 2010. The Board of County Commissioners may terminate the Agreement, amend the Agreement to extend the

Bradley T. Cornelius, AICP
Planning Manager
(352) 569-6027

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deadline for installation of the landscape buffer and stack block wall to July 26, 2010, or other action as determined by the Board of County Commissioners.

The Board of County Commissioners will hold the public hearings as follows:

- May 25, 2010 at 5:30 p.m. at Colony Cottage Recreation Center – 510 Colony Blvd. The Villages, FL 32162

- June 8, 2010 at 5:30 p.m. at the Bushnell Government Annex – 910 N. Main St. Bushnell, FL 33513

Sincerely,



Bradley T. Cornelius, AICP
Planning Manager

Copy: Bradley Arnold, County Administrator
Derril McAteer, Hogan Law Firm, County Attorney

RESOLUTION NUMBER 2009-99

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, REZONING PROPERTY LOCATED WITHIN THE UNINCORPORATED LANDS OF THE COUNTY.

WHEREAS, the Board of County Commissioners of Sumter County received a complete and properly funded application for rezoning of property located within the unincorporated lands of Sumter County, and;

WHEREAS, after diligent review and consideration the above referenced rezoning was approved.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida, as follows:

1. Based on competent substantial evidence presented and considered during a properly noticed quasi judicial hearing, the Board of County Commissioners of Sumter County hereby approves rezoning application R2009-0001. The lands described in application R2009-0001 are hereby rezoned to amend a previously approved RPUD as that zoning category is described in the Sumter County Land Development Code.
2. The rezoning approval is subject to the following conditions:
 - a. The project shall develop consistent with the conceptual master plan as approved by the Board of County Commissioners;
 - b. The applicant shall enter into a Development Agreement with the County, pursuant to Section 163.3220, Florida Statutes.

DONE AND RESOLVED THIS 29 DAY OF December, 2009, at Bushnell, Sumter County, Florida.

ATTEST: GLORIA HAYWARD
Clerk of Circuit Court



Gloria Hayward
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

Doug Gilpin
Doug Gilpin, Chairman

Cornelius, Brad

From: Jeffrey Phillips [jeffrey444@gmail.com]
Sent: Monday, May 24, 2010 6:46 PM
To: Cornelius, Brad
Cc: Steve Gray; prohan246@aol.com; Drake, Stephen
Subject: Village Park Stacked Block Wall
Attachments: VILLAGE PARK PROPERTY OWNERS ASSOCIATION INC[1].docltr 2.doc; buffer contracts.pdf

Dear Brad,

Attached is a letter regarding our progress and two signed contracts for the required work. Please make these available to the necessary parties in our suport of an approval for an extension.

We are prepared to commence soon.

Thank you,

Jeffrey Phillips

5/25/2010

**VILLAGE PARK PROPERTY OWNERS ASSOCIATION INC.
VILLAGE PARK ESTATE HOMES LLC
VILLAGE PARK CENTER INVESTORS LLC
JP DEVELOPERS LLC
VILLAGE PARK AT 466 LLC
VILLAGE PARK ASSOCIATES LLC
8770 Valhalla Drive
Delray Beach, fl 33446
&
9000 Regency Square Blvd, Ste 200
Jacksonville, Fl 32211**

5/25/2010

**Mr. Bradley Arnold
County Administrator
Mr. Brad Cornelius
Planning Manager
Sumter County Attorney
910 North Main Street
Bushnell, Fl 33513**

**RE: Site and Concurrency Developers Agreement Section 10.6 - Eastern Wall
– Extension on Buffer Wall Requirement**

Gentlemen,

As a follow up to our letter of April 26th, 2010 and as a response to your letter Dated May 12, 2010 this letter will serve to update you on our progress on the installation of the buffer zone stacked block wall.

As a result of our bidding we have signed two contracts for the retaining wall and the landscaping. We have attached these in support of our request for additional time to complete the wall to July 26th, 2010.

We appreciate your consideration to date and hope that you will recommend an extension at the upcoming BOCC meeting on Tuesday May 25th, 2010

Very Truly Yours,

Jeffrey Phillips

As president, Village Park Property Owners Association, Inc

Paul Rohan,

Manager

Village at 466 LLC

Village Park Associates LLC

Cc: Steve Gray, Esquire



PO Box 1079 Loxahatchee, FL 33470
Phone (561) 798-9324 Fax (561) 798-9812

CONTRACTOR AGREEMENT

THIS AGREEMENT made May 20, 2010 by and between Builtx, Inc., hereinafter called the Contractor and Village Park Estate Homes, LLC, hereinafter called the Owner, located at 8779 Valhalla Dr, Delray Beach, Fl 33446.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

This work shall consist of furnishing and construction of a stack-block retaining wall system or equal in accordance with these specifications and in close conformity with these specifications and with the lines, grades, design, and dimensions shown on the plans, and shall be "Anchor Vertica Pro Retaining Wall Units" as manufactured under the license of Anchor Wall Systems or approved equal. *AS PER ATTACHED EXHIBIT A [9 PAGES] QUANTITIES AND SPECIFICATIONS. AT*

Article 2. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of \$95,771.35 subject to additions and deductions pursuant to authorized change orders. *ANY SAVINGS IN MATERIAL COSTS OR QUANTITIES PER EXHIBIT "A" SHALL REDUCE OR INCREASE CONTRACT PRICE ACCORDINGLY*

Article 3. Progress Payments

Payments of the Contract Price shall be paid in the manner following:
Progress payments upon work completion.

Article 4. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 5 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.

[Handwritten initials/signatures]

[Handwritten signature]

2. The Owner shall furnish a plan and scale drawing showing the shape, size dimensions, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
9. It is agreed that in the event the contract price is not paid in full and it must be turned over for collection, the cost of collection, attorney's fees and court costs, will be paid by the above named individual or company. ~~2% service charge per month for amounts over 30 days past due.~~
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
11. Work shall commence upon delivery of block and shall be substantially completed within 90 days from start date.
- ~~12. Contractor warrants all work for a period of 12 months following completion.~~

Signed this 20th day of May, 2010
 Signed in the presence of:

[Signature]
 Witness

[Signature]
 Witness

VILLAGE PARK ESTATE HOMES LLC
 Name of Owner or Auth. Agent

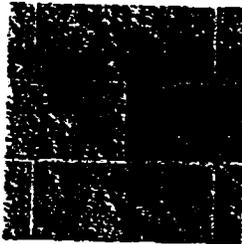
BUILT X, INC.
 Name of Contractor

By: [Signature]
 Signature AS MANAGING
 MEMBER, COMMERCIAL FIRST LLC
 MANAGING MEMBER
 VILLAGE PARK ESTATE HOMES LLC

By: [Signature]
 Signature
 License No. CGCA48570

MATERIALS ESTIMATOR REPORT

ELEMENT SUMMARY



Diamond Pro® Retaining Wall System, Straight Face
Diamond Pro® Cap

Wall Dimensions

Height 6.7 ft.
Length 1,270.0 ft.
Area 8,470.9 sq. ft.

Conditions

Soil Clay and silt soil (26 degrees)
Crest 100 psf. surcharge
Toe No slope

BILL OF MATERIALS

Block Units

Diamond Pro® Retaining Wall System, Straight Face

Quantity Product Coverage

Wall Units

Diamond Pro® straight face

8,471 each 8,471.0 sq. ft.

Accessory Units

Diamond Pro® Cap

1,115 each 1,271.1 lin. ft.

Other Material

Adhesive

1,270.0 oz.

Aggregate, block

141.2 cu. yds. (232.9 tons)

Aggregate, drainage

313.7 cu. yds. (517.7 tons)

Aggregate, leveling pad

58.8 cu. yds. (97 tons)

Drainpipe

1,295.4 ft.

Fill, reinforcement

941.2 cu. yds. (1553 tons)

Filter fabric (optional)

960.0 sq. yds.

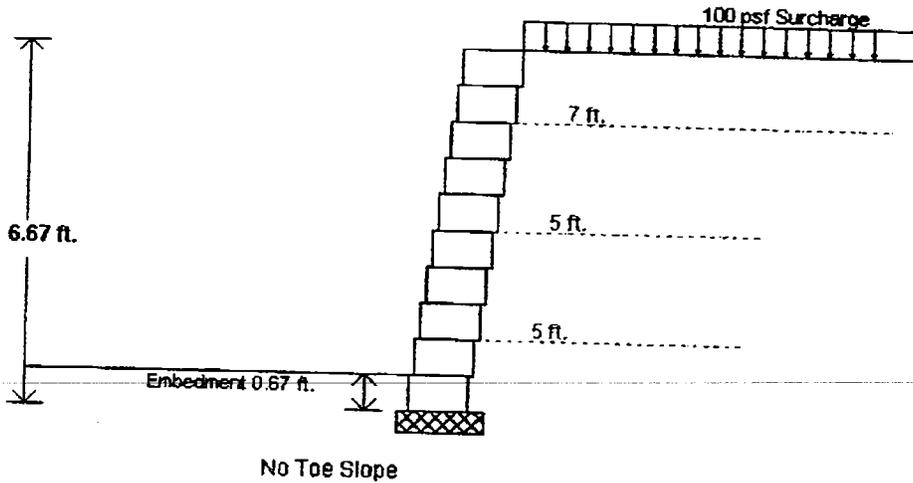
Reinforcement

2,459.0 sq. yds.

MATERIALS ESTIMATOR REPORT

DETAIL

Cross Section



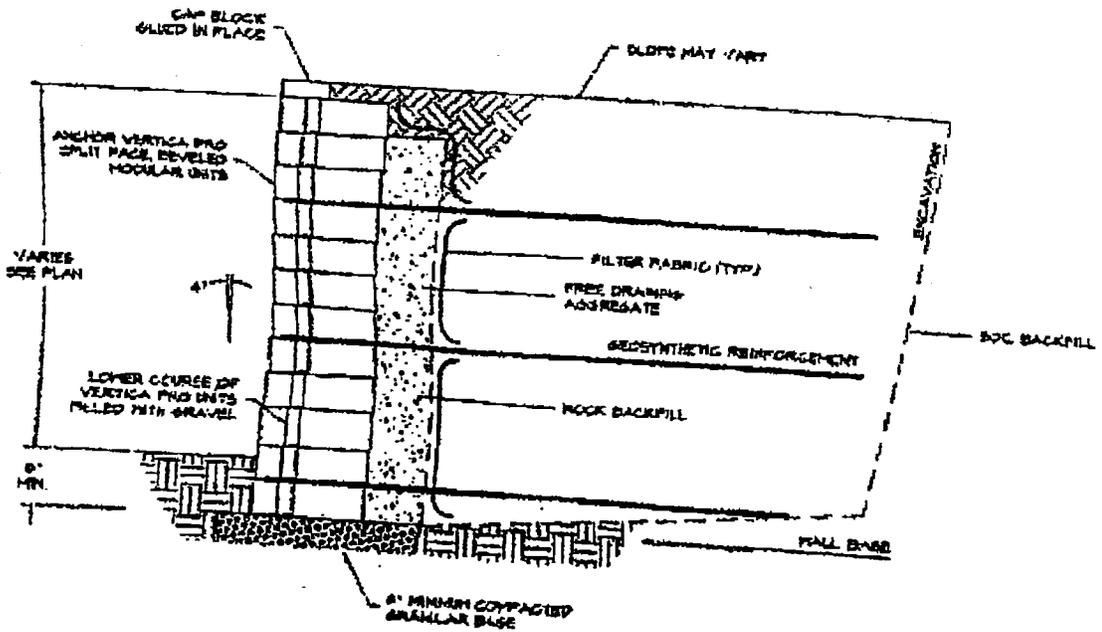
LEGAL

Limited Use of the Data in This Report

Anchor Wall Systems makes the data and results in this report available for the limited purposes of estimating material quantities for projects that include Anchor™ wall products, and also for contractors to use for customer presentations and other sales and marketing purposes. Whether you are a contractor or an individual planning your own project, (i) use of the software and all data and results generated by the use of the software is at your own risk, and (ii) you are solely responsible for your project plan and any loss, damage or expense arising from or relating to your project.

This Report Is Generated by Quantity-Estimating Software, Not a Design Program

The material quantity estimate included in this report is generated by quantity-estimating software ("Materials Estimator"), not by design software, and is based upon general assumptions as to the conditions that may be encountered at the building site. Anchor Wall Systems makes no representation that the information provided by this estimating software is an adequate or suitable wall design. Anchor strongly recommends that a local registered professional engineer be consulted for wall design purposes.



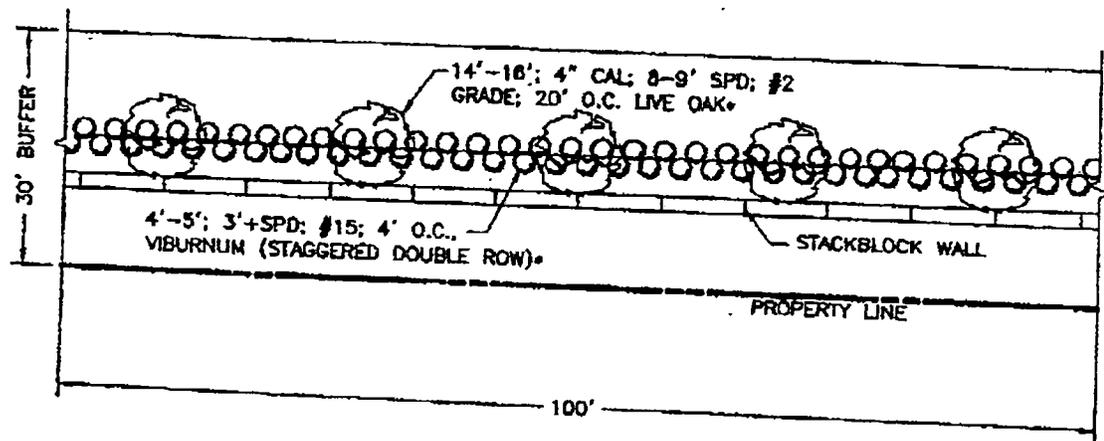
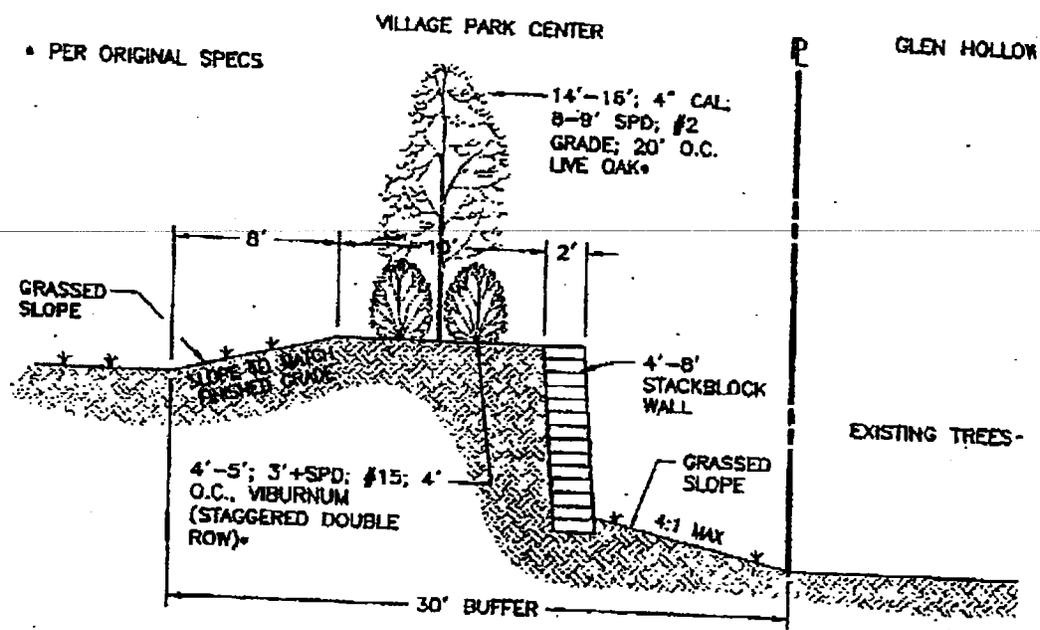
STACK-BLOCK RETAINING WALL
N.T.S.

to obtain the proper fit.

ish grade.

replaced with new units during construction.

ve debris caused by this construction and leave
om clean.



VISION SPECIFICATIONS

(C-BLOCK RETAINING WALL)

GENERAL

1 Scope

- 1.1.1 This work shall consist of furnishing and construction of a stack-block retaining wall system or equal in accordance with these specifications and in close conformity with these specifications and with the lines, grades, design, and dimensions shown on the plans, and shall be "Anchor Vertical Pro® Retaining Wall Units" as manufactured under the license of Anchor Wall Systems or approved equal.
- 1.1.2 The CONTRACTOR shall submit the construction drawings and design calculations to the ENGINEER for approval prior to beginning construction.

2 Definitions

- 1.2.1 Geosynthetic Wall Reinforcement - Structural Geosynthetic material with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth and function primarily as reinforcement.
- 1.2.2 Modular Unit - a concrete retaining wall element machine made from Portland cement, water, and aggregates.
- 1.2.3 Rock Backfill - drainage aggregate which is placed within and immediately behind the modular concrete units.
- 1.2.4 Soil Backfill - compacted soil which is placed within the reinforced soil volume as outlined on the plans.

1.3 References

- 1.3.1 American Society of Testing and Materials (ASTM)
- 1.3.1.1 ASTM C90-80: Hollow Load Bearing Masonry Units
- 1.3.1.2 ASTM C666-90 (Mod.): Test Method for Resistance of Concrete to Rapid Freezing and Thawing (modified to 50 cycles)
- 1.3.1.3 ASTM C698-91: Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort
- 1.3.1.4 ASTM D1557-91: Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
- 1.3.1.5 ASTM D448-88: Standard Classification for Sizes of Aggregate for Road and Bridge Construction
- 1.3.1.6 ASTM D4253, D4254: Standard Test Methods for Maximum and Minimum Index Density

1.4 Submittals

- 1.4.1 Submit the following:
- 1.4.1.1 Manufacturer's literature: Materials description and installation instructions.
 - 1.4.1.2 Shop Drawings: Retaining wall system design including wall heights, geosynthetic reinforcement and drainage layout provisions.
 - 1.4.1.3 Samples:
 - 1.4.1.3.1 If requested by the ENGINEER, furnish one unit of sample in the color and face pattern specified. If approved, unit may be used in the finished work.
 - 1.4.1.3.2 Furnish one 12" square (or larger) piece of specified geosynthetic reinforcement.
 - 1.4.1.4 Manufacturer's certification and test reports stating moisture absorption and compressive strength in accordance with ASTM C60-90.

MATERIALS

- 2.1 High strength, high density concrete units, freeze-thaw resistant with top locator providing a 4" setback from plane with each course.
- 2.1.1 Concrete wall units shall meet requirements of ASTM C90-90 except compressive strength shall be a minimum of 3,000 psi and the maximum water absorption shall be limited to 7.0%.
 - 2.1.2 The Concrete wall units shall have adequate freeze thaw resistance in accordance with ASTM C666-90, modified to 50 cycles.
 - 2.1.3 Exterior dimensions may vary. Concrete wall units are required to have a minimum of approximately 1.0 s.f. of face area.
 - 2.1.4 Color will be selected by the ENGINEER from Manufacturer's standard selections or will be a custom color as specified by the OWNER.
 - 2.1.5 Concrete all units will be as specified by ENGINEER or OWNER with regard to face pattern, geometry - beveled or straight, and texture - smooth or rock/spill face.
 - 2.1.6 The concrete units shall be positively interlocked with integral shear connections.
 - 2.1.7 Unit dimensions shall not vary more than $\pm 1/16"$ from that in any molded dimension.
- 2.2 Geosynthetic reinforcement
- 2.2.1 Polyester woven fiber geogrid, polyethylene or premium polypropylene expanded sheet geogrid woven geotextile for use as soil reinforcement.
- 2.3 Base
- 2.3.1 Material shall consist of drainage aggregate, sands, gravel and/or concrete as shown on the construction drawings. A minimum of 6" of compacted base is required.

- 3.5.1 Base materials shall be placed as shown on the construction drawings with a minimum thickness of 6".
- 3.5.2 Base materials shall be installed upon undisturbed soils.
- 3.5.3 Material shall be compacted so as to provide a level, hard surface on which to place the first course of units. Compaction will be performed to specifications as required by the ENGINEER.
- 3.5.4 Base materials shall be prepared to ensure complete contact of retaining wall unit with base. Gaps shall not be allowed.
- 3.5.5 Base materials shall be to the depths and widths shown. The CONTRACTOR may opt for using reduced depth of sands and/or gravel and 1" - 2" concrete toppings. Concrete shall be lean, unreinforced and a maximum of 2" thick.

3.6 Wall Construction

- 3.6.1 Erect units in accordance with Manufacturer's recommendations and as specified herein.
- 3.6.2 First course of concrete wall units shall be placed on the prepared base material. Units shall be checked for level and alignment. The top of all units in base course shall be at the same elevation.
- 3.6.3 Ensure that concrete wall units are in full contact with base.
- 3.6.4 Concrete wall units shall be placed side by side for full length of wall alignment. Alignment may be done by using a string line or offset of wall line.
- 3.6.5 Fill all voids within and between concrete wall units with free-draining aggregate.
- 3.6.6 A minimum of 6" of free-draining aggregate shall be placed behind the concrete wall units.
- 3.6.7 Remove all excess fill from top of concrete wall units and install next course. Ensure drainage aggregate and backfill are compacted before installation of next course.
- 3.6.8 Install each succeeding course so the side slots are in contact with the locator. Pull the units forward until the side slot of the unit touches the back of the locator of the previous course. Backfill as each course is completed.
- 3.6.9 Install geosynthetic reinforcement in accordance with retaining wall Manufacturer's recommendations.
- 3.6.10 Reinforcement shall be oriented with the highest strength axis perpendicular to the wall alignment.
- 3.6.11 Reinforcement shall be placed at the elevations and to the extent shown on the construction drawings or as directed by the ENGINEER.
- 3.6.12 Reinforcement shall be laid horizontally on compacted backfill. Place the next course of modular concrete units over reinforcement. Reinforcement shall be pulled tight, and anchored prior to backfill placement on the reinforcement.

3.6.13 Reinforcements shall be continuous throughout their embedment lengths. Spliced connections between shorter pieces of reinforcement are not allowed unless pre-approved by the Architect/ENGINEER prior to construction.

3.7 Soil Backfill Placement

3.7.1 Soil backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack on the geosynthetic wall reinforcement.

3.7.2 Soil backfill shall be placed and compacted in lifts not to exceed 8" where hand compaction is used, or 12" where heavy compaction equipment is used.

3.7.3 Soil backfill shall be compacted to 95% of the maximum density as determined by ASTM D1557. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be within 2 percentage points dry of optimum.

3.7.4 Only lightweight hand-operated equipment shall be allowed within 3' from the tail of the modular concrete unit.

3.7.5 Tracked construction equipment shall not be operated directly upon the geosynthetic wall reinforcement. A minimum fill thickness of 6" is required prior to operation of tracked vehicles over the geosynthetic wall reinforcement. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging the geosynthetic wall reinforcement.

3.7.6 Rubber tired equipment may pass over geosynthetic wall reinforcement at slow speeds, less than 10 MPH. Sudden braking and sharp turning shall be avoided.

3.7.7 At the end of each day's operation, the CONTRACTOR shall slope the last lift of soil backfill away from the wall units to direct runoff away from wall face. The CONTRACTOR shall not allow surface runoff from adjacent areas to enter the wall construction site.

3.8 Cap Unit Installation

3.8.1 Apply construction adhesive to the top surface of the unit below and place the cap unit in desired position.

3.8.2 Cap units may need to be cut to obtain the proper fit.

3.8.3 Backfill and compact to finish grade.

3.9 Damage Control and Clean Up

3.9.1 Damaged units should be replaced with new units during construction.

3.9.2 CONTRACTOR shall remove debris caused by this construction and leave adjacent paved areas broom clean.

SUMTER SOD FARMS, LLC

P O BOX 691
 CENTER HILL FL 33514
 Cell: 352-303-0037
 Fax: 352-793-5823

BID PROPOSAL

Date	BID #
5/20/2010	119

Name / Address
Lariat Development / VILLAGES PARK ESTATE HOMES LLC 14306 SW 14th Street 8779 VALHALLA DRIVE Ocala FL 34481 DELRAY BCH, FL 33446

Description	Quantity	Unit Price	Project
			Total
Live Oak 65 gal- 4 inch caliper	60	235.00	14,100.00
Arbor ties and labor to tie town trees	1	1,800.00	1,800.00
7 gal. Viburnum Suspensum installed	450	16.75	7,537.50
*Bahia Grass installed	60,000	0.165	9,900.00
Grading retention pond and berm	1	1,475.00	1,475.00
Seed & Mulch	1	4,500.00	4,500.00
Irrigation	1	6,200.00	6,200.00
Mulch per SQ YD	100	30.00	3,000.00
Pot and Soil	1	1,775.00	1,775.00
<p>Bid Expiration: This bid is valid for 45 calendar days from the bid date. If this bid is not accepted in writing, on or before this deadline, it will be deemed revoked or, at Sumter Sod Farms sole and exclusive option, the pricing may be increased in accordance with Sumter Sod Farms subsequent pricing policy. Furthermore, Sumter Sod Farms is not bound by any changes to this bid, including, but not limited to, any changes contained within Contractor's bid submitted to Owner, unless Sumter Sod Farms specifically agrees to such changes in writing. To the extent that any terms of the Contract conflict with this bid, the terms and conditions of this bid will prevail.</p>			Subtotal
<p>Print: <u>VILLAGES PARK ESTATE HOMES LLC</u> Sign: <u>[Signature]</u> MANAGER Date: <u>5/20/10</u> <u>MEMBER COMMERCIAL FIRST LLC</u> <u>manager member</u></p>			Sales Tax (7.0%)
			Total \$90,287.50

Cornelius, Brad

From: Cornelius, Brad
Sent: Thursday, May 27, 2010 10:14 AM
To: Jeffrey Phillips; David Springstead; David Springstead
Cc: McDonough, Tommy; Michael Pape & Associates; 'Drake, Stephen'; Webb, Aimee; Arnold, Bradley; 'Derrill McAteer'
Subject: RE: Village Park Stacked Block Wall

Mr. Phillips:

The construction of the stack block wall and landscape buffer must be fully consistent with the details approved as part of the engineering plan. The deviations referenced in the email from Mr. Drake below or any other deviations from the approved engineering plans are not acceptable.

As with the rest of the site infrastructure, the construction of the stack block wall and landscape buffer must be inspected and approved by your engineer of record (Springstead Engineering) and by the County's consulting engineer to assure full compliance with the approved engineering plans.

Brad Cornelius, AICP

Planning Manager

Sumter County

Division of Planning & Development

352.793.0270

brad.cornelius@sumtercountyfl.gov

***** Important Notice *****

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

From: Drake, Stephen [mailto:stephen.Drake@thevillages.com]
Sent: Wednesday, May 26, 2010 11:17 AM
To: Jeffrey Phillips
Cc: Cornelius, Brad; McDonough, Tommy; Michael Pape & Associates
Subject: RE: Village Park Stacked Block Wall

Good morning Jeffrey....

I shared this information with Tommy McDonough, of The Villages McDonough Development Group, and Michael Pape, Landscape Architect. Both are residents of Glen Hollow. They had the following comment about the stack block wall chosen and landscaping items quoted in your attachments...

5/27/2010

The stack block wall detail they're proposing will require that the uppermost tie back layer (which extends back 7' from the wall is bound to be breached where each tree is planted. Also, the approved detail calls out #15 (15 gallon container size) Viburnum, but the quote from the landscaper is for #7; this could be because the landscaper thinks he can use a smaller container size if the plant size complies with the spec; this is not correct and is never the case in the industry: the container size always rules. The #15 plants will have more established, sturdy root mass. They need to be required to install #15 plants at least the given size, per the approved buffer detail. For that matter it should be made clear that every specified detail of the approved buffer specs must be adhered to; for example, the landscaper quoted 65 gal. 4" cal. tree, but they need to still meet the height, spread, grade, etc called out by the approved buffer section.

For your information and consideration...

Stephen Drake
President
Glen Hollow Farms HOA

From: Jeffrey Phillips [mailto:jeffrey444@gmail.com]
Sent: Monday, May 24, 2010 6:46 PM
To: Cornelius, Brad
Cc: Steve Gray; prohan246@aol.com; Drake, Stephen
Subject: Village Park Stacked Block Wall

Dear Brad,

Attached is a letter regarding our progress and two signed contracts for the required work. Please make these available to the necessary parties in our support of an approval for an extension.

We are prepared to commence soon.

Thank you,

Jeffrey Phillips

Cornelius, Brad

From: Jeffrey Phillips [jeffrey444@gmail.com]
Sent: Thursday, May 27, 2010 10:38 AM
To: Cornelius, Brad
Subject: Re: Village Park Stacked Block Wall
Follow Up Flag: Follow up
Flag Status: Red

I understand and we have made the necessary adjustments

Sent from my iPhone

On May 27, 2010, at 10:13 AM, "Cornelius, Brad" <Brad.Cornelius@sumtercountyfl.gov> wrote:

Mr. Phillips:

The construction of the stack block wall and landscape buffer must be fully consistent with the details approved as part of the engineering plan. The deviations referenced in the email from Mr. Drake below or any other deviations from the approved engineering plans are not acceptable.

As with the rest of the site infrastructure, the construction of the stack block wall and landscape buffer must be inspected and approved by your engineer of record (Springstead Engineering) and by the County's consulting engineer to assure full compliance with the approved engineering plans.

Brad Cornelius, AICP

Planning Manager

Sumter County

Division of Planning & Development

352.793.0270

brad.cornelius@sumtercountyfl.gov

******* Important Notice *******

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Sent: Wednesday, May 26, 2010 11:17 AM
To: Jeffrey Phillips
Cc: Cornelius, Brad; McDonough, Tommy; Michael Pape & Associates
Subject: RE: Village Park Stacked Block Wall

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Stephen Drake
President
Glen Hollow Farms HOA

From: Jeffrey Phillips [mailto:jeffrey444@gmail.com]
Sent: Monday, May 24, 2010 6:46 PM
To: Cornelius, Brad
Cc: Steve Gray; prohan246@aol.com; Drake, Stephen
Subject: Village Park Stacked Block Wall

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Attached is a letter regarding our progress and two signed contracts for the required work. Please make these available to the necessary parties in our support of an approval for an extension.

We are prepared to commence soon.

Thank you,

Jeffrey Phillips

***** Important Notice *****

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

Cornelius, Brad

From: Jeffrey Phillips [jeffrey444@gmail.com]
Sent: Thursday, May 27, 2010 10:46 AM
To: Cornelius, Brad
Subject: Fwd: Village Park Stacked Block Wall

FYI

Sent from my iPhone

Begin forwarded message:

From: Jeffrey Phillips <jeffrey444@gmail.com>
Date: May 27, 2010 10:44:33 AM EDT
To: "Drake, Stephen" <stephen.Drake@thevillages.com>
Subject: Re: Village Park Stacked Block Wall

Steve

Sorry I did not reply sooner but I was traveling yesterday

We have made the necessary adjustments in the specs and will fully comply with the approved plans

Also we are going to take your offer to purchase the trees from the villages and are awaiting payment terms so we can proceed with payment.

We hope to work closely with Glen Hollow to produce a result that we all will be proud of

Jeff

Sent from my iPhone

On May 26, 2010, at 11:16 AM, "Drake, Stephen" <stephen.Drake@thevillages.com> wrote:

Good morning Jeffrey....

I shared this information with Tommy McDonough, of The Villages McDonough Development Group, and Michael Pape, Landscape Architect. Both are residents of Glen Hollow. They had the following comment about the stack block wall chosen and landscaping items quoted in your attachments...

The stack block wall detail they're proposing will require that the uppermost tie back layer (which extends back 7' from the wall is bound to be breached where each tree is planted. Also, the approved detail calls out #15 (15 gallon container size) Viburnum, but the quote from the landscaper is for #7; this could be because the landscaper thinks he can use a smaller container size if the plant size complies with the spec; this is not correct and is never the case in the industry: the container size always rules. The #15 plants will have more

established, sturdy root mass. They need to be required to install #15 plants at least the given size, per the approved buffer detail. For that matter it should be made clear that every specified detail of the approved buffer specs must be adhered to; for example, the landscaper quoted 65 gal. 4" cal. tree, but they need to still meet the height, spread, grade, etc called out by the approved buffer section.

For your information and consideration...

Stephen Drake
President
Glen Hollow Farms HOA

From: Jeffrey Phillips [mailto:jeffrey444@gmail.com]
Sent: Monday, May 24, 2010 6:46 PM
To: Cornelius, Brad
Cc: Steve Gray; prohan246@aol.com; Drake, Stephen
Subject: Village Park Stacked Block Wall

Dear Brad,

Attached is a letter regarding our progress and two signed contracts for the required work.

Please make these available to the necessary parties in our support of an approval for an extension.

We are prepared to commence soon.

Thank you,

Jeffrey Phillips

Cornelius, Brad

From: Michael Pape & Associates [mailto:mpala.net]
Sent: Thursday, May 27, 2010 12:52 PM
To: Cornelius, Brad; Arnold, Bradley; Webb, Aimee
Subject: FW: Village Park - Plans have been sent to C&S Printing

For your information and reference... Michael Pape

From: Michael Pape & Associates
Sent: Thursday, May 27, 2010 12:48 PM
To: 'Jeffrey Phillips'
Cc: Stephen Drake (stephen.drake@thevillages.com); Tommy McDonough (Tommy.McDonough@thevillages.com)
Subject: RE: Village Park - Plans have been sent to C&S Printing
Importance: High

Important: Alfredo's bid said "60 trees" This is a significant error. The PL is 2018' and the buffer length is 1956'. Unless the County is not requiring the entire buffer to be installed, there must be 100 to 98 trees total to meet spec; the plan we did for you shows 100 trees. Based on the emails this morning, I'm sure this error will be corrected.

Thanks... Michael

Cornelius, Brad

From: Drake, Stephen [stephen.Drake@thevillages.com]
Sent: Friday, May 28, 2010 1:36 PM
To: Jeffrey Phillips
Cc: Michael Pape & Associates; McDonough, Tommy; Cornelius, Brad
Subject: Buffer - Your Conversation With Michael Pape Today

Attachments: Buffer Details.pdf



Buffer Details.pdf
(156 KB)

Hi Jeffrey,

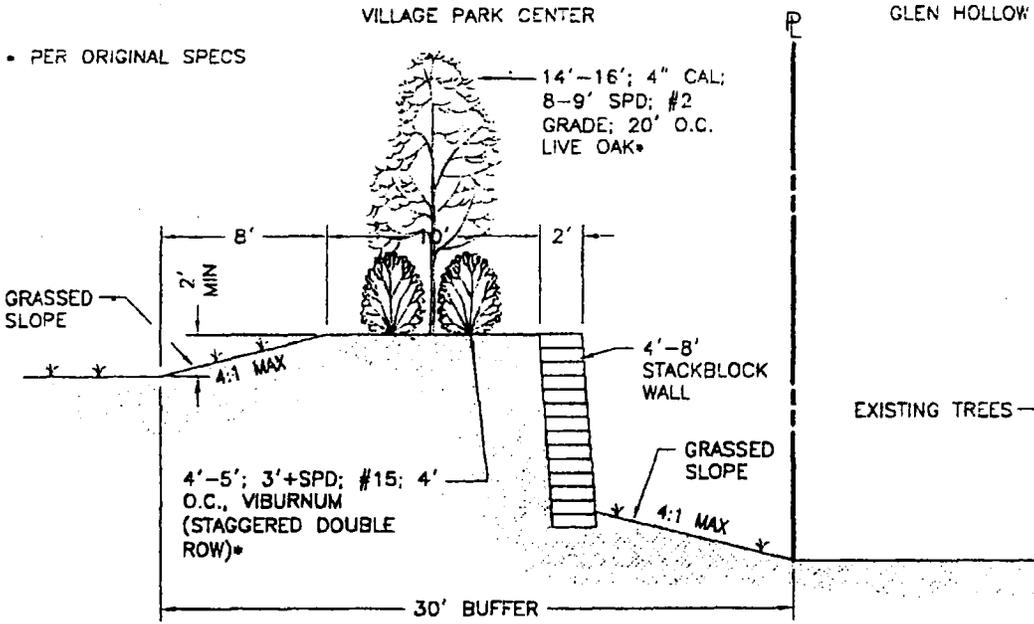
Attached are the details of the plans we had originally agreed to showing the start and stops of the buffer, for both the north south route and the east west route. Feel free to advise any questions.

Thank you.

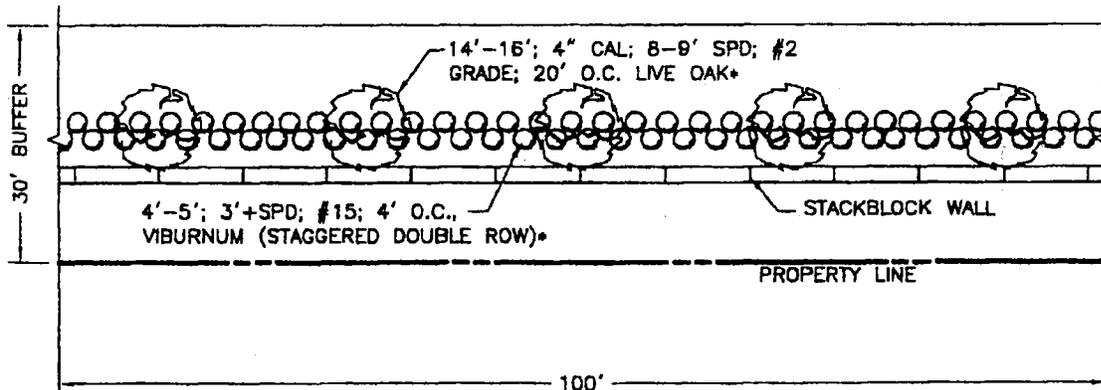
Sincerely,

Stephen Drake
President
Glen Hollow farms HOA

EXHIBIT "B"



SECTION VIEW
N.T.S.



PLAN VIEW
N.T.S.

EAST LINE BUFFER DETAIL



**Springstead
Engineering, Inc.**
Consulting Engineers
Planners
Surveyors

STEINMETZ CONSTRUCTION AND DEVELOPMENT, INC.
VILLAGE PARK CENTER

JOB: 0310019.007

DESIGN: DWS

DRAWN: JRH

DATE: 3/10/08

Cornelius, Brad

From: Michael Pape & Associates [mailto:mpala.net]
Sent: Friday, May 28, 2010 3:28 PM
To: Drake, Stephen; Jeffrey Phillips
Cc: McDonough, Tommy; Cornelius, Brad; Webb, Aimee
Subject: RE: Buffer - Your Conversation With Michael Pape Today

To all:

The exhibits Steve sent clearly indicate what was agreed upon, and it is irrelevant that the recorded agreement refers to the "easterly boundary", a term used for simplicity and clarified by the exhibits. To be sure, Springstead's plans (Sheet 4 of 26, original date 8/08) actually very clearly indicate the 30' Landscape Buffer along the entire boundary line with Glen Hollow Farms, including the small section that runs east-west. The plan does NOT indicate a stackblock wall along that section, presumably because grade conditions did not require it. So it is clear that Springstead's plans are NOT in conflict with the agreement; I scarcely see how anything could have been thus misconstrued by his detail titled "East Line Landscape Buffer."

So, even though the recorded documents are crystal clear, the fact that a contrary interpretation has been voiced suggests that it is in order for Village Park to document their correct understanding, so NO question remains when this goes back to the Commission.

Thanks... Michael

-----Original Message-----

From: Drake, Stephen [mailto:stephen.Drake@thevillages.com]
Sent: Friday, May 28, 2010 1:36 PM
To: Jeffrey Phillips
Cc: Michael Pape & Associates; McDonough, Tommy; Cornelius, Brad
Subject: Buffer - Your Conversation With Michael Pape Today

Hi Jeffrey,

Attached are the details of the plans we had originally agreed to showing the start and stops of the buffer, for both the north south route and the east west route. Feel free to advise any questions.

Thank you.

Sincerely,

Stephen Drake
President
Glen Hollow farms HOA

Cornelius, Brad

From: Jeffrey Phillips [jeffrey444@gmail.com]
Sent: Friday, May 28, 2010 6:54 PM
To: Drake, Stephen
Cc: Cornelius, Brad; Michael Pape & Associates; McDonough, Tommy
Subject: Re: Buffer - Your Conversation With Michael Pape Today

Dear Steve,

The misunderstanding regarding the landscaping on the southerly boundary arose today with review of our sub contractors and investors.

I am not trying to cause a problem but merely determine exactly what is required by the County as we have time frames to adhere to.

As a result of the feedback we are prepared to install landscaping and trees on the Southerly boundary of the property line which abuts on Glen Hallow.

We will be sending payment next week to the Villages for 100 trees as payment in full.

It's good to keep the communications open so we can accomplish what we all have agreed to do.

The material and labor for the stacked block wall will be delivered on Tuesday Wednesday and Thursday and we will be underway then.

We may have clarification as we go and will keep everyone in the loop.

Thank you for your prompt replies.

Jeffrey Phillips

On Fri, May 28, 2010 at 1:35 PM, Drake, Stephen <stephen.Drake@thevillages.com> wrote:
Hi Jeffrey,

Attached are the details of the plans we had originally agreed to showing the start and stops of the buffer, for both the north south route and the east west route. Feel free to advise any questions.

Thank you.

Sincerely,

Stephen Drake
President
Glen Hollow farms HOA

OPTION 1

TERMINATION SITE AND CONCURRENCY DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, FLORIDA STATUTES VILLAGE PARK CENTER PUD

THIS TERMINATION OF SITE AND CONCURRENCY DEVELOPMENT AGREEMENT, is dated this _____ day of _____, 2010.

RECITALS

- A. On December 29, 2010, the Board of County Commissioners executed a Site and Concurrency Development Agreement pursuant to Chapter 163.3220, Florida Statutes, for the Village Park Center PUD recorded in Book 1260, Pages 1-39, of the Public Records of Sumter County (“Agreement”).
- B. Condition 10.6.1 of the Agreement requires the Developer to construct a 30 foot (30’) irrigated landscape buffer (“Buffer”) and stack block wall (“Wall”) along the eastern boundary of the Village Park Center PUD by March 1, 2010, or prior to the issuance of a Certificate of Occupancy for a residence or modal in the Estate section of the Village Park Center PUD.
- C. The Buffer and Wall were not constructed by March 1, 2010.
- D. On March 4, 2010, the County sent notice to the Developer of the failure to comply with Condition 10.6.1 of the Agreement and provided until April 1, 2010 to cure the violation.
- E. On March 8, 2010, the County sent an amended notice to the Developer of the failure to comply with Condition 10.6.1 of the Agreement and via letter extended the date to cure the violation to April 27, 2010.
- F. On April 26, 2010, Mr. Jeffrey Phillips, Village Park Property Owners Association, Inc. and Mr. Paul Rohan, Village at 466, LCC and Village Park Associates, LLC, sent a request to the County to extend the deadline for construction of the Buffer and Wall for 90 days including weekly progress reports.
- G. The Buffer and Wall were not constructed by April 27, 2010.
- H. On May 11, 2010, the Board of County Commissioners set public hearings for May 25, 2010, and June 8, 2010, to consider the amendment or termination of the Agreement, pursuant to Section 17.1 of the Agreement.

- I. The public hearings were noticed in The Villages Daily Sun newspaper on May 15, 2010.
- J. Public hearing notices were sent to the Developer via email on May 12, 2010, and via U.S. Postal Service certified/return receipt mail on May 13, 2010.
- K. Public hearing notices were mailed to surrounding property owners within 150 feet of the Village Park PUD on May 14, 2010.
- L. The Board of County Commissioners held public hearings on May 25, 2010, and June 8, 2010, to consider the termination of the Agreement, and found and determined that the Developer is in violation of Condition 10.6.1 of the Agreement and that the County provided a reasonable time to cure the violation and the violation was not cured.

NOW THEREFORE, based on the recitals above and testimony provided at the public hearings on May 25, 2010, and June 8, 2010, the Board of County Commissioners terminates the Agreement pursuant to Section 17.1 of the Agreement.

Attest:

Board of County Commissioners

_____, Clerk

Doug Gilpin, Chairman

Date: _____

**FIRST AMENDMENT
TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
PURSUANT TO CHAPTER 163, FLORIDA STATUTES
VILLAGE PARK CENTER PUD**

THIS FIRST AMENDMENT TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT, dated this _____ day of _____, 2010, is entered into by and between:

- Village Park Associates, LLC
 - Village Park Investors, LLC
 - JP Developers, LLC
 - Village Park Estate Homes, LLC
 - Village Park Center Property Owners Association, Inc.
 - Orange Blossom Utilities, Inc.
 - Village Park at 466, LLC
 - Ronald Miller
 - Patricia Reid
 - Michele Little
- (all of the above, collectively, shall be hereinafter referred to as “Developer”)
- Sumter County, a Political Subdivision of the State of Florida (the “County”)

RECITALS

- A. On December 29, 2010, the County executed a Site and Concurrency Development Agreement pursuant to Chapter 163.3220, Florida Statutes, for the Village Park Center PUD, which was also executed by the Developer and recorded in Book 1260, Pages 1-39, of the Public Records of Sumter County (the “Agreement”).
- B. Condition 10.6.1 of the Agreement requires the Developer to construct a 30 foot (30’) irrigated landscape buffer (“Buffer”) and stack block wall (“Wall”) along the eastern boundary of the Village Park Center PUD by March 1, 2010, or prior to the issuance of a Certificate of Occupancy for a residence or model in the Estate section of the Village Park Center PUD.
- C. The Buffer and Wall were not constructed by March 1, 2010.
- D. On March 4, 2010, the County sent notice to the Developer of the failure to comply with Condition 10.6.1 of the Agreement and provided until April 1, 2010 to cure the violation.
- E. On March 8, 2010, the County sent an amended notice to the Developer of the failure to comply with Condition 10.6.1 of the Agreement and extended the date to cure the violation to April 27, 2010.

- F. On April 26, 2010, Mr. Jeffrey Phillips, Village Park Property Owners Association, Inc., and Mr. Paul Rohan, Village at 466, LCC and Village Park Associates, LLC, sent a request to the County to extend the deadline for construction of the Buffer and Wall for 90 days including weekly progress reports.
- G. The Buffer and Wall were not constructed by April 27, 2010.
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- I. The public hearings were noticed in The Villages Daily Sun newspaper on May 15, 2010.
- J. Public hearing notices were sent to the Developer via email on May 12, 2010, and via U.S. Postal Service certified/return receipt mail on May 13, 2010.
- K. Public hearing notices were mailed to surrounding property owners within 150 feet of the Village Park PUD on May 14, 2010.
- L. The Board of County Commissioners held public hearings on May 25, 2010, and June 8, 2010, to consider the amendment of the Agreement, and found and determined that the amendment of the Agreement is consistent with the County's Comprehensive Plan and County's Land Development Code.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follow, which shall be binding upon the Parties and their respective successors and assigns, as applicable.

1. **Incorporation of Recitals.** The Parties confirm and agree that the above recitals are true and correct and incorporate the terms and provisions herein for all purposes.
2. **Amendment to Condition 10.6.1 of Agreement.** Condition 10.6.1 of the Agreement is amended to extend the date for construction of the Buffer and Wall to July 26, 2010, or prior to the issuance of a Certificate of Occupancy for a residence or model in the Estate section of the Property, whichever occurs first.
3. **Automatic Cancellation of Agreement:** The parties identified collectively as "Developer" and the "County" herein acknowledge and agree that failure to construct the Buffer and Wall pursuant to the timeline and terms expressed in Amended Condition 10.6.1 of the Agreement shall act as a mutual consent to immediate cancellation of the Agreement as allowed by Section 163.3237, Florida Statutes. The Agreement shall be of no further force and effect after cancellation as a result of this provision.

4. **Binding Effect.** The terms and conditions set forth in the Agreement remain in full force and effect except as amended herein. Any conflict between this amendment and the Agreement shall be resolved in favor of this amendment.

IN WITNESS WHEREOF, the Parties have set their hand and seal as of the day and year first written above.

SINGNATURE PAGES TO BE ATTACHED