

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Amended and Restated Memorandum of Agreement (MOA) for VOS - Flagler Financial Center reviewed at the September 13, 2010, Development Review Committee (DRC) meeting (Staff recommends approval).

REQUESTED ACTION:

Work Session (Report Only) **DATE OF MEETING:** September 28, 2010
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Planning

BUDGET IMPACT: _____
 Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

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

Flagler Financial Center Memorandum of Agreement (MOA) – Amended and Restated Memorandum of Agreement

Property Owner: GTMJ Investment Group, LLC – Property Developer: GTMJ Investment Group, LLC -
Property Location: intersection of C-466A & Killingsworth Way/The Villages – Total Acreage of Project: 12.96
acres MOL – Project Zoning: RPUD - Project Proposal: Amendment to existing MOA to change the name to
Flagler Plaza and change the allowed uses.

Prepared by/ **RETURN TO:**
Erick D. Langenbrunner, Esq./gan
McLin Burnsed
PO Box 1299
The Villages, Florida 32158

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF AGREEMENT (“Agreement”) is dated this ____ day of _____, 2010, between **SUMTER COUNTY**, a political subdivision of the State of Florida (“County”), and **GTMJ INVESTMENT GROUP, LLC**, a Florida limited liability company (“GTMJ”).

RECITALS

A. On the 13th day of June, 2006, Lake County Service Corporation, a Florida corporation (“LCSC”) and the County entered into a Memorandum of Agreement to address the development of certain real property described therein, at the time to be identified as “Flagler Financial Center”, and recorded same in the Public Records of Sumter County, Florida, in Official Records Book 1599, Page 470 (document # 2006-20339), Public Records of Sumter County, Florida (the “MOA”)

B. Subsequent to the recording of the MOA, LCSC conveyed fee simple title to the property described in the MOA to GTMJ pursuant to the Warranty Deed recorded in Official Records Book 1800, Page 522 (document # 2007-21210), Public Records of Sumter County, Florida, and the Corrective Warranty Deed recorded in Official Records Book 2110, Page 80 (document # 2009-23961), Public Records of Sumter County, Florida.

C. GTMJ, as the owner of all the property described in Exhibit “A” attached to and subject to the MOA (the property described in Exhibit “A” attached to the MOA is referred to herein as the “Property”), now desires to develop the Property into a medical and commercial plaza known as Flagler Plaza (hereinafter “Flagler Plaza”)

D The Property is part of the Villages of Sumter Development of Regional Impact (“DRI”) and is zoned PUD pursuant to The Villages of Lake-Sumter Master Plan Approval

E. At this time, pursuant to Chapter 13, Article IV, Division 4, Section 13-551(b)(2) of the Sumter County Land Development Code (2009), the County and GTMJ wish to enter into an Amended and Restated Memorandum of Agreement addressing the development of Flagler Plaza and the maintenance of the infrastructure constructed therein, and record the same within the Public Records of Sumter County

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows

1 **Permitted Uses.** Any use permitted as “Mixed-Use” in the DRI

2. **Design, Setback and Buffer Standards.** Those portions of Flagler Plaza not dedicated or conveyed to the public may be developed into multiple, separately-owned fee parcels and/or multiple, separately leased parcels, without the need for platting, according to the following standards

A **Open Space** Open space requirements shall be as set forth in the Development Orders issued pursuant to the DRI

B **Building Height.** Maximum building height (not including uninhabitable architectural and mechanical features) shall be thirty five (35) feet, except that buildings in excess of thirty five (35) feet may be constructed provided they comply with all applicable fire codes.

C. **Building Separation** No minimum parcel size or width is required, however, separate buildings shall be subject to a wall-to-wall building separation of fifteen (15) feet, or such greater separation as may be required under fire or other applicable codes or regulations. All such building separation requirements shall not apply to signage.

D **Building Setbacks.** All buildings shall have a zero (0) foot minimum setback from property lines located within Flagler Plaza, except that all buildings shall have a ten (10) foot minimum setback from contiguous property not within the Flagler Plaza, and a fifty (50) foot setback from right of way for County Road 466A All such setbacks shall not apply to what is generally known as signs, sign towers, walls, entry features, HVAC units and related equipment, and parking.

E. **Site Plan and Permit Approval.** All structures and site improvements must be permitted by the County pursuant to site development plans submitted to and approved by the County Building Department, and the owners shall install and complete all required site improvements. Individual Site Development Plans may be submitted in phases. Building permit issuance shall be based upon adherence to this Agreement, and all site plans submitted shall contain documentation on such site plan of compliance therewith. Individual site plans for each building will be submitted to the County for review and approval during building permit application. Parking, parking striping, handicap parking, handicap accessibility ramps, signage, sidewalks and curbs adjacent to buildings will be constructed with each individual site plan. Matters not specifically addressed in this Agreement shall be controlled by the County's Development Code covering Villages of Sumter DRI

F **Parking.** Parking requirements for independent living facilities shall not be more than one (1) parking space per living unit. Parking requirements for assisted living facilities, skilled nursing facilities, and similar inpatient medical facilities shall not be more than one (1) parking space for every four (4) patient beds. Parking requirements for all other uses shall not be more than the lesser of (a) four (4) parking spaces for every one thousand (1,000) square feet of Gross floor area (as defined in Chapter 13, Article I, Division 5, Section 13-41 of the Sumter County Land Development Code (2009), or (b) what is required under the County's Development Code.

G **Storm Water Management Systems.** All storm water drainage, runoff, and retention systems shall be constructed, operated, and maintained in accordance with permits issued by the Southwest Florida Water Management District. The County shall have no obligation for maintenance of such storm water management systems.

H. **Roads.** No publicly dedicated roadways will be constructed within the Property and the County shall have no obligation for the improvement or maintenance of such roadways. Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting.

3 **Amendments.** Any amendment to this Agreement, including amendments to bring additional lands within the scope of this Agreement, shall only become binding upon execution by the County and all fee simple owners of the Property at time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

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

ATTEST:

Gloria R. Hayward, Clerk

Doug Gilpin, Chairman

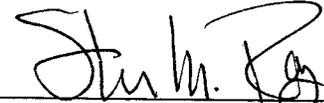
**STATE OF FLORIDA
COUNTY OF SUMTER**

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

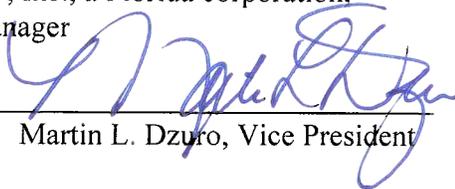
NOTARY PUBLIC-STATE OF FLORIDA
Print Name _____
Serial/Commission Number: _____
Commission Expires: _____
Personally known _____ or Produced Identification _____
Type of Identification Produced _____

WITNESSES:


Print Name: Erick Langenbrunner

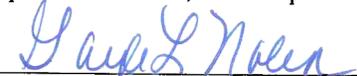

Print Name STEVEN M. ROY

**GTMJ INVESTMENT GROUP, LLC,
a Florida limited liability company**

BY LBCV, Inc., a Florida corporation,
its Manager
By: 
Martin L. Dzuro, Vice President

**STATE OF FLORIDA
COUNTY OF SUMTER**

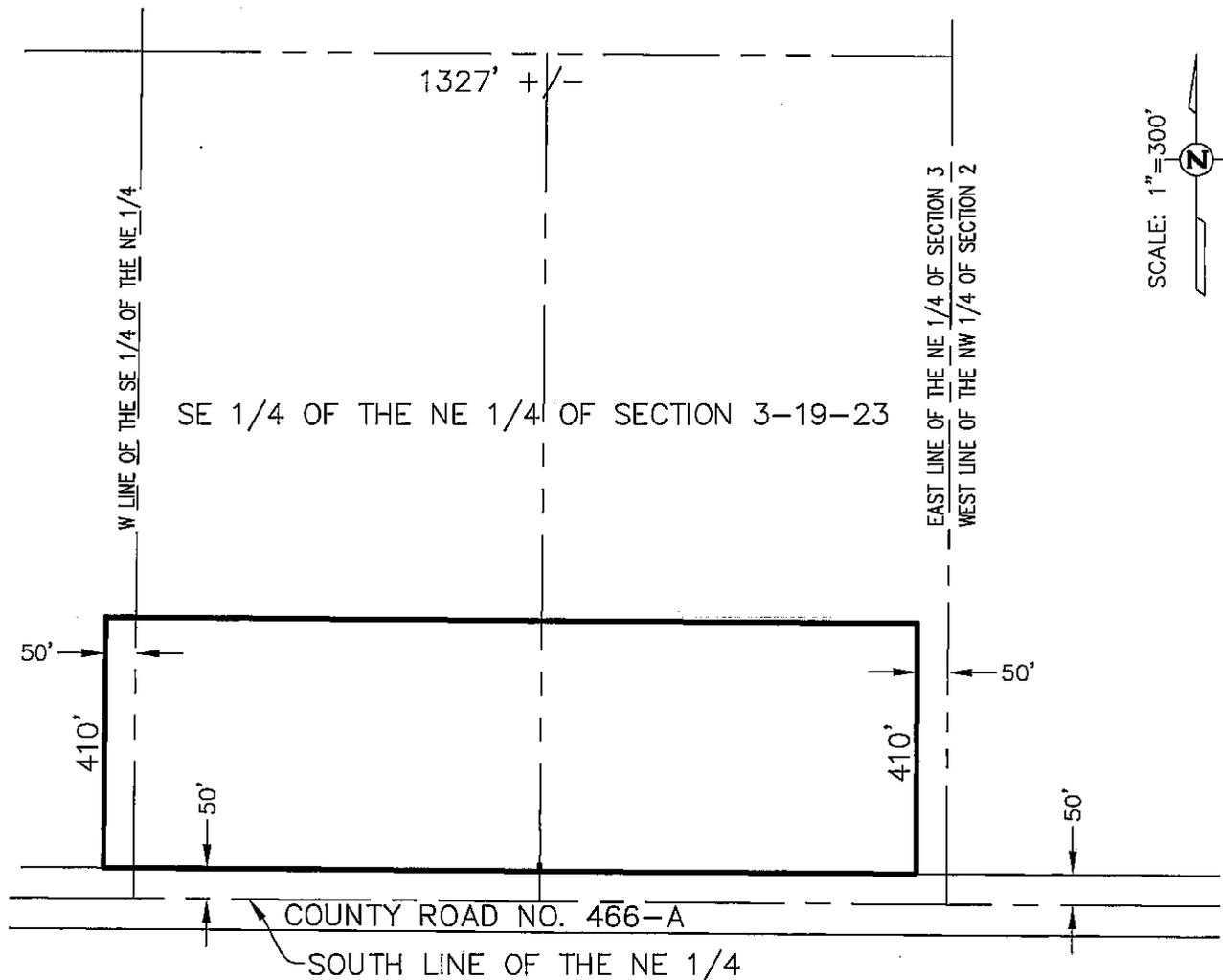
The foregoing instrument was acknowledged before me this 4 day of AUGUST, 2010,
by Martin L Dzuro, as Vice President of and on behalf of **LBCV, Inc.**, a Florida corporation, the
Manager of **GTMJ Investment Group, LLC**, a Florida limited liability company, for the purposes
expressed herein, who is personally known to me.


NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Gayle L. Nolen Gayle L. Nolen
Serial/Commission Number: _____
Commission Expires: _____



GAYLE L. NOLEN
MY COMMISSION # DD 715479
EXPIRES: September 17, 2011
Bonded Thru Budget Notary Services

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY) EXHIBIT "A"



LEGAL DESCRIPTION

THAT PORTION OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE SOUTH 410.00 FEET OF THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 466A, LESS THE EAST 50.00 FEET THEREOF, AND TOGETHER WITH THE EAST 50.00 FEET OF THAT PORTION OF THE SOUTH 410.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466A,

CONTAINING 12.49 ACRES, MORE OR LESS.

8-4-10
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

