

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "memorandum") is dated this 17th day of September, 2010, by and between the County of Sumter, State of Florida (the "County"), and George E. Nahas and Terrall C. York ("Nahas/York"), and Cynthia Clark ("Clark"):

RECITALS

1. Nahas/York is the owner of certain real property in Sumter County, Florida which is depicted and legally described in the attached Exhibit "A" ("Property A"), and Exhibit "B" ("Property B").
2. Upon Approval by Sumter County, Florida of the development agreement pursuant to Chapter 163, Florida Statute, the property described in Exhibit "B" ("Property B") shall be deeded to Clark.
3. At this time, the County, Nahas/York, and Clark wish to record within the Public Records of the County this Agreement regarding the development of the Property.

NOW THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions:

1. Roads. No publicly dedicated roadways will be constructed within the Property and the County shall have no obligation for the improvement or maintenance of such roadways. Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for any platting and will be maintained by the Nahas/York and Clark.
2. Design, Setback and Buffer Standards. The Property and portions of the Property may be developed and sold as single lots or as multiple lot parcels without the necessity of platting according to the following standards:
 - a) The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%). Individual site plans with impervious surface ratio in excess of eighty percent (80%) shall be approved provided the ratio, when considering all the areas within the development parcel, shall never exceed the eighty percent (80%) limit.
 - b) Maximum building height (not including uninhabitable architectural and mechanical features) shall be thirty-five (35) feet, except for fully sprinkled buildings.
 - c) No minimum lot size is required.

d) No minimum lot width is required.

e) All structures shall have a 75 foot minimum setback from SR 44 R/W. and a fifteen (15) foot perimeter setback from adjacent parcels.

f) Parking requirements shall be at least one 10 feet by 20 feet parking space for each lot. One (1) Handicapped parking space shall be provided for every 25 regular parking spaces sized per the Handicap requirements.

g) Storm water drainage, runoff and retention shall be pursuant to Development Orders issued pursuant to and as currently permitted by the Southwest Florida Water Management District (the "District"), or as amended by the District, and as required by the County's Development Code, and all property within the Property shall be served by such system. Sumter County shall have no obligation for the improvements or maintenance of such storm water drainage, runoff and retention system.

A common water retention system is located on both properties;

1. Any and all permits issued for the approval and operation of the Storm Water/Surface Water Drainage System (the system) located on both properties shall be transferred to Nahas/York.

2. The parties each have perpetual non-exclusive easements, in, to, over, and under the system area located on the property of the other.

3. The parties grant to each other, access to the property of the other, for the purpose of the use, operation, flow, passage, construction, maintenance, connection, and repair of all drainage improvements constructed on the properties, either now or in the future for the purpose of draining and storing of surface water and storm water runoff from each property.

4. Nahas/York shall be responsible for maintenance required for the system for as long as Clark's property remains un-improved. At such time as improvements are made to Clark's property, the owner at that time, shall pay its pro rata share of maintenance costs based on its amount of runoff created by the improvements.

h) Individual site development plans may be submitted in phases.

i) All structures and site improvements shall be permitted by the County pursuant to site plans submitted to and approved by the County, and the owners shall install and complete all required improvements. Site plan approval shall be based upon adherence to this Agreement and the County's Development Code and all site plans submitted shall contain on such site plan of compliance therewith. In case of conflict between this Agreement and the County's Development Code, the Memorandum shall control. Matters not specifically addressed in this Memorandum will be controlled by the County's

Development Code.

Any amendments to this Agreement are binding only upon execution by the affected parties.

Signed, sealed and delivered in our presence:

Witness Name: George Nahas

George Nahas (Seal)

Witness Name: Adriana Reyes

Terrall C. York (Seal)

Witness Name: _____

Witness Name: _____

State of Florida
County of _____

The foregoing instrument was sworn to and subscribed before me this 17th day of September, 2010 by George Nahas and Terrall C. York, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

State of California County of Los Angeles
Subscribed and sworn to (or affirmed) before me on this
17th day of September, 2010, by

Terrall C. York
proved to me on the basis of satisfactory evidence
to be the person who appeared before me.

[Signature]
Signature of Notary Public



Development Code.

Any amendments to this Agreement are binding only upon execution by the affected parties.

Signed, sealed and delivered in our presence:

Ted M Gans
Witness Name: TED M GANS

George Nahas (Seal)
George Nahas

Robert J. Modis
Witness Name: ROBERT J. MODIS

Witness Name: _____

Terrall C. York (Seal)

Witness Name: _____

State of Florida
County of Sumter

The foregoing instrument was sworn to and subscribed before me this 17th day of September, 2010 by George Nahas and ~~Terrall C. York~~ TC, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Steven B Richey
Notary Public

Printed Name: Steven B Richey

My Commission Expires: 7/28/12

Signed, sealed and delivered in our presence:

Ted H. Gans
Witness Name: TED H. GANS

Cynthia Clark (Seal)
Cynthia Clark

Robert T. Morris
Witness Name: ROBERT T. MORRIS

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 17th day of September, 2010 by Cynthia Clark, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Steven B Richey
Notary Public

Printed Name: Steven B Richey

My Commission Expires: 7/28/12



Exhibit A

PARCEL 1

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD 44.

LESSEE THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S89°57'02"E, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8 A DISTANCE OF 710.38 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE N19°16'18"E, 103.34 FEET; THENCE N73°34'03"E, 27.92 FEET; THENCE N18°35'58"E, 37.16 FEET; THENCE N72°42'27"W, 22.25 FEET; THENCE N19°16'18"E, 405.04 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING 2 COURSES ARE ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD 44); THENCE S72°08'09"E, 143.99 FEET; THENCE S70°56'13"E, 310.80 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID SOUTH RIGHT OF WAY S00°54"W, ALONG SAID EAST LINE A DISTANCE OF 384.44 FEET TO A POINT ON SAID SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID EAST LINE N89°57'02"W ALONG SAID SOUTH LINE A DISTANCE OF 615.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE, PRIVATE EASEMENT FOR STORMWATER RUNOFF AND RETENTION AND FOR THE CONSTRUCTION AND MAINTENANCE OF STORMWATER FACILITIES OVER AND ABOVE THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY OF STATE ROAD 44.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S89°57'02"E ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8 A DISTANCE OF 710.38 FEET TO THE POINT OF BEGINNING; THENCE N19°16'18"E, 103.34 FEET; THENCE N73°34'03"E, 27.92 FEET; THENCE N18°35'58"E, 16.63 FEET; THENCE S89°57'02"E, 549.72 FEET TO THE EAST LINE OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 8; THENCE S00°00'54"W, 121.27 FEET TO THE SOUTH LINE OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 8; THENCE N89°57'02"W, 615.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

PAR 2

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY OF STATE ROAD 44 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S89°57'02"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8 A DISTANCE OF 710.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE N19°16'18"E, 103.34 FEET; THENCE N73°34'03"E, 27.92 FEET; THENCE N18°35'58"E, 37.16 FEET; THENCE N72°42'27"W, 22.25 FEET; THENCE N19°16'18"E, 405.04 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 44; (THE FOLLOWING 2 COURSES ARE ALONG SAID SOUTH RIGHT OF WAY OF STATE ROAD 44); THENCE S72°08'09"E, 143.99 FEET; THENCE S70°56'13"E, 310.80 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID SOUTH RIGHT OF WAY OF STATE ROAD 44 S00°03'37"W, ALONG SAID EAST LINE A DISTANCE OF 384.48 FEET TO A POINT ON SAID SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID EAST LINE N89°57'02"W, ALONG SAID SOUTH LINE A DISTANCE OF 615.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE PRIVATE EASEMENT FOR STORMWATER RUNOFF AND RETENTION AND CONSTRUCTION AND MAINTENANCE OF STORMWATER FACILITIES OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY OF STATE ROAD 44.

DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S89°57'02"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 710.38 FEET; THENCE N19°16'18"E, 103.34 FEET; THENCE N73°34'03"E, 27.92 FEET; THENCE N89°57'02"W, 562.90 FEET; THENCE N30°26'41"W, 69.65 FEET; THENCE S55°47'32"W, 114.00 FEET; THENCE N89°55'29"W, 78.53 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE S00°03'37"W, ALONG SAID WEST LINE, 101.64 FEET TO THE POINT OF BEGINNING.