



- o Requirement that all stormwater systems will be maintained by the developer or OA;
- o Requirement to connect to City of Wildwood potable water and wastewater systems;
- o Confirmation that project will be served by solid waste disposal and fire/emergency services;
- o Requirement for an annual report to the County of the status of the project and compliance with conditions of the Development Agreement; and
- o Termination provisions.

Chapter 163, Florida Statutes, requires the County to hold two (2) public hearings to execute a Development Agreement. The Statute allows for one of the public hearings, at the option of the local government, to be held by the Local Planning Agency with the second public hearing held by the local government Governing Body. The Sumter County Zoning & Adjustment Board (ZAB) is the County's designated Local Planning Agency.

Consequently, the ZAB held a public hearing on September 21, 2009, as the first required public hearing and recommended approval (10-0) with the following changes:

1. Prohibition of sexually oriented businesses; and
2. Only Permitted Uses in the Industrial (ID) and Commercial (CL, CH, CR) zoning districts are allowed by right. Special Uses or Conditional Uses within the Industrial (ID) and Commercial (CL, CH, CR) zoning districts shall only be allowed through the appropriate public hearing process.

The Board of County Commissioners public hearing on September 29, 2009, is the second and final required public hearing.

The Development Agreement is attached for review and includes the recommended changes from the ZAB.

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Prepared by:  
Lee Capital Limited Partnership  
58th Avenue East  
Bradenton, FL 34203

LOCAL GOVERNMENT DEVELOPMENT AGREEMENT  
PURSUANT TO CHAPTER 163, FLORIDA STATUTES  
(LEE CAPITAL LIMITED PARTNERSHIP INDUSTRIAL PARK)

THIS LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ("Development Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between LEE CAPITAL LIMITED PARTNERSHIP, a Florida Limited Partnership ("Lee Capital"), whose address is 1403 East State Road 44, Wildwood, Florida 34785, and THE COUNTY OF SUMTER, a political subdivision of the State of Florida ("County"), whose address is 910 North Main Street, Bushnell, Florida 33513.

RECITALS:

WHEREAS, 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 any person having a legal or equitable interest in real property within their jurisdiction, subject to the procedures and requirements of the Act; and

WHEREAS, Lee Capital holds legal title to the parcel of real property located in Sumter County, Florida, described in Exhibit "A" (attached hereto, and hereinafter the "Property"), which is the subject of this Development Agreement; and

WHEREAS, a portion of the Property earlier was designated for Industrial use on the Future Land Use Map of the County's Comprehensive Plan; and subsequently, on February 10, 2009, the Board of County Commissioners of the County approved Large Scale Comprehensive Plan Amendment CPA-2008-0002 to change the Future Land Use to Industrial for the remainder of the Property; and on April 8, 2009, the Florida Department of Community Affairs completed its review of CPA-2008-0002 and informed the Board of County Commissioners of the Department's Notice of Intent to find Amendment CPA-2008-0002 in compliance with Chapter 163, Part II, Florida Statutes, and Chapter 9J-5 of the Florida Administrative Code; and subsequent to said Notice of Intent, no petition for intervention was filed by any party within the prescribed time period for any such intervention; and

WHEREAS, said Comprehensive Plan Amendment CPA-2008-0002 included a text amendment to Policy 7.1.2.18 of the Future Land Use Element of the Sumter County Comprehensive Plan, which was adopted by the Board of County Commissioners of the County. Said text amendment prescribed several standards for the Property including a limitation of the Industrial uses on the Property to a maximum not to exceed 2,500,000 square feet, a limitation of the supporting Commercial and Office uses to a maximum not to exceed 300,000 square feet, and a directive that development of the Property proceed as a Planned Development which shall not exceed the Development of Regional Impact ("DRI") thresholds as defined in Chapter 28-24, Florida Administrative Code, and thus which will not require review under Chapter 380, Florida Statutes; and

WHEREAS, through Resolution for zoning case R2009-0016 the Board of County Commissioners of the County approved the rezoning of the Property to Planned Industrial (IP) zoning as an Industrial Park with a functional integration of Industrial, Commercial and Office uses. This IP zoning of the Property allows Industrial uses not to exceed 2,333,500 square feet, and also allows combined Commercial and Office uses not to exceed 300,000 square feet. Consistent with Policy 7.1.2.18 of the Sumter County Comprehensive Plan, the proposed development of the Property, including its mix of permissible uses, shall not exceed any DRI thresholds as defined in Chapter 28-24, Florida Administrative Code, and therefore shall not require review under Chapter 380, Florida Statutes; and

WHEREAS, Lee Capital has submitted to the County a Concept Plan with zoning case R2009-0016 for the development of the Property as a Mixed Use Planned Development with Industrial uses as well as Commercial and Office uses; and

WHEREAS, the County and Lee Capital desire to enter into this Development Agreement to memorialize and confirm their respective agreements, obligations and covenants regarding the permitted uses, development restrictions and design criteria for the Property; and

WHEREAS the County has held public hearings to encourage and accept public comments with respect to the proposal of Lee Capital contained in this Development Agreement, and has considered such public comments; and

WHEREAS, the County has determined that the provisions of this Development Agreement and the contemplated vesting of the development rights incidental to this Development Agreement are consistent with, and do not contravene, the provisions of the Sumter County Comprehensive Plan and the County's

Land Development Code; and

WHEREAS, the County has issued its Notice of Intent to consider entering into this Development Agreement by advertisements published in The Daily Sun, a newspaper of general circulation in Sumter County, Florida, on September 14, 2009 and September 22, 2009, and by mailing a copy of the Notice of Intent to Lee Capital and to the persons and entities shown on the most recent tax roll of Sumter County to be the current owners of all properties within 150 feet of the boundaries of the Property, and by announcing the date, time and place of the second hearing during the first hearing; and

WHEREAS, the Sumter County Zoning & Adjustment Board, serving as the Sumter County Local Planning Agency, held a public hearing on September 21, 2009, and the Board of County Commissioners of Sumter County held a public hearing on September 29, 2009, to consider this Development Agreement, and the Board of County Commissioners of Sumter County has found and determined that the execution of this Development Agreement will further the objectives of the Florida Local Government Development Agreement Act and that the development contemplated and authorized by this Development Agreement is consistent with the County's Comprehensive Plan and with its current Land Development Code.

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

1. INCORPORATION OF RECITALS: The parties agree that the Recitals set forth above are true and correct, and they are incorporated herein by reference for any and all purposes.
2. DURATION OF DEVELOPMENT AGREEMENT: This Development Agreement shall have a term of twenty (20) years, beginning on the date when all parties hereto have executed this Agreement including approval by the County's Board of County Commissioners.
3. PERMISSIBLE USES, BUILDING INTENSITIES AND HEIGHTS, AND OTHER RESTRICTIONS:
  - a. Permitted uses of the Property, or of portions of the Property, shall be in accordance with this Section, and development of the Property shall be limited to the following maximum gross floor areas by use as well as maximum building heights:

PERMITTED USES	MAXIMUM GROSS FLOOR AREA	MAXIMUM HEIGHT
Industrial including manufacturing, fabrication, processing, assembling, treating, and large scale storage and warehousing, wholesaling and distribution, and research and testing	2,233,500 square feet (see Section b below)	50 feet
Commercial and/or Office	300,000 square feet (see Section b below)	35 feet

b. No use by itself, nor any combination of uses in this mixed use development, shall reach or exceed any DRI threshold as defined in Chapter 28-24, Florida Administrative Code.

c. Permitted Uses within the Industrial (ID) and Commercial (CL, CH, CR) are allowed by right. Special Uses and Conditional Uses within the Industrial (ID) and Commercial (CL, CH, CR) zoning districts shall only be allowed through the appropriate public hearing process.

d. Sexually oriented businesses, as defined in the Sumter County Land Development Code, shall be prohibited

e. Setbacks and Buffers: All buildings within the Property shall meet all required setbacks in Section 13-611 of the Sumter County Land Development Code. Section 13-612(b)(2)(b) of the Land Development Code also requires a separation of at least 100 feet between any industrial structure and the nearest residential property line.

(1) East Property Boundary: The Property's eastern boundary adjoins County Road 219 for approximately 4,100 feet. Along the southernmost 1,900 feet of this eastern boundary, the Property is directly across County Road 219 from existing industrial uses. Along the northernmost 2,300 feet, the Property is opposite tracts on the east side of County Road 219 that have residential zoning with many of these tracts contain existing homes. The nearest buildings on the Property shall be no closer than 150 feet from the closest residential lot lines of these existing homes; and most of these existing homes will be more than 200 feet from the nearest building on the Property, for which separation the Sumter Land Development Code (Section 13-612(c) and Table 13-612A(1)) requires at least a Type

B screening buffer (as defined in the Code). Lee Capital has agreed to plant and maintain a more effective Type A screening buffer (as defined in the Code) along the entire 2,300 feet of its frontage along County Road 219 across from these residential homes.

(2) North Property Boundary: Along a 1,500-foot long segment of its northern boundary, the Property adjoins the Hayward family tracts (Parcels F01=055 and F01=104 as shown on the Sumter County Property Appraiser's records) and the Wilson tract (Parcel F01=054). As noted above, Section 13-612 of the Sumter County Land Development Code requires a minimum 100-foot separation between any industrial structure or activity and the nearest residential property line. Because Mr. Hayward's residence on above Parcel F01=104 (at 2253 County Road 44-A) is close to the Property's northern boundary, Lee Capital has agreed to maintain a setback of more than 250 feet between the Hayward property line and the Property's nearest parking area and a separation of more than 300 feet between the Hayward property line and the nearest industrial structure on the Property, for the full 1,500-foot length of this northern boundary segment. Where an industrial activity or structure is more than 200 feet from the nearest residential property line, the Sumter County Land Development Code requires at least a Type B screening buffer. Lee Capital has agreed to install a more effective Type A screening buffer along the full length of this 1,500-foot segment of its northern boundary, to buffer the Hayward residence and the tracts to the east and west.

(3) All other Property boundary setbacks and screening buffers shall also comply with all applicable Sections of the Sumter County Land Development Code.

4. OWNERS ASSOCIATION: Lee Capital shall create for the Property an Owners Association (the "OA"), a Florida not-for-profit corporation, which is planned to own and maintain the common areas within the Property. The OA shall also establish and administer rules and regulations for the overall management and coordination of the various businesses within the Property and their activities, site maintenance, travel patterns and parking areas, etc., as will be appropriate for the nature and character of those individual businesses. The OA shall be charged with the authority and obligation to establish and enforce standards for the safety, appearance and general welfare of businesses within the Property, as well as ensuring that the Property's various businesses and their employees and visitors will maintain operations and premises that respect the rights and privileges of adjoining property owners.

5. JOINDER BY CONTRACT VENDEE: Attached to this Development Agreement, and incorporated herein for any and all purposes, is the Joinder and Consent of Sumter, LLC ("Sumter"),

a Florida limited liability company. Sumter is party to a current land purchase contract with Lee Capital to purchase various lands including the Property that is the subject of this Development Agreement. By its Joinder herewith, Sumter consents to and joins in this Development Agreement, and acknowledges that the terms of this Development Agreement shall constitute an encumbrance on the Property, and that future development of the Property shall be subject to the terms and provisions of this Development Agreement.

6. DEVELOPMENT PERMITS APPROVED OR NEEDED FOR THE PROPERTY: The local development permits already approved or still needed for the development of the Property in accordance with this Development Agreement include the following:

	PERMIT	STATUS
a.	Amendment of Future Land Use Map classification of the Property in the County's Comprehensive Plan.	Approved
b.	Zoning of the Property under the County's Land Development Code.	Approved
c.	County approval of the Concept Plan for the Property.	Needed
d.	Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit for the Property's surface water management system.	Needed
e.	Florida Department of Environmental Protection (FDEP) Permit for Wastewater Collection System (two existing lift stations are located on the Property's southern boundary).	Needed
f.	FDEP Permit for Potable Water Distribution System (existing water main along the Property's southern boundary).	Needed
g.	SWFWMD Water Use Permit for irrigation system.	Needed
h.	Florida Department of Transportation (FDOT) Driveway Connection Permit (along SR 44).	Needed
i.	Sumter County Driveway Connections Permit (along CR 219).	Needed
j.	Approval of the Property's planned infrastructure Construction Plans including approval through the County's Development Review Process.	Needed

a. Nothing in this Development Agreement shall be considered to excuse or obviate Lee Capital's obligation to comply with the terms and provisions of each of the above identified permits or approvals, nor to obligate the County to grant any of the permits or approvals listed above.

b. The failure of this Development Agreement to address or fulfill any particular permit term, requirement, or condition shall not relieve Lee Capital of the obligation to comply with any law governing that permit term or condition in regard to the planned development of the Property, as applicable.

c. The County reserves the right to impose additional terms, conditions or restrictions which it may determine to be necessary for the public safety, health or welfare with respect to the development planned for the Property and described in this Development Agreement, provided any such terms, conditions or restrictions shall not conflict with or contravene the terms of this Development Agreement.

d. (Subdivision): Lee Capital acknowledges that, if Lee Capital or any successor or assign shall divide the Property, or sell off portions of the Property, as to create a "subdivision" as defined in Chapter 177.031, Florida Statutes, Lee Capital or its successor or assign shall meet and fulfill all requirements for this subdivision according to Chapter 177, Florida Statutes, and the County's Land Development Code.

7. PUBLIC FACILITIES: The public facilities that will serve the planned development of the Property, as described in this Development Agreement, are listed below, including the person or entity which shall provide these facilities or services, and the date or schedule for their construction so that these facilities and services will be available concurrent with the impacts of the Property's development:

a. Roadways: The Property is located entirely within the jurisdictional boundaries of the County. No publicly dedicated roadway shall be constructed within the Property. The Property is planned to be developed in sequent phases. Lee Capital shall install and construct all required internal streets, parking areas and other travelways required for each development phase, and shall complete them in a timely manner before the opening of each such development phase. The County shall have no obligation to construct, improve or maintain any of the roadways or travelways within the Property. All these internal travelways are planned to be owned by the OA, which shall be responsible for their subsequent maintenance and repair, unless other comparable agreements are made with owners of individual tracts or parcels within the Property for the maintenance of these travelways. The Property shall only be accessed from State Road 44 and County Road 219. The connections to State Road 44 and County Road 219 shall be limited to those driveway connections shown on the Concept Plan approved with rezoning R2009-0016 and are permitted by the Florida Department of Transportation and County. Prior to the submittal by Lee Capital to the County of a site plan for the first development phase or building within the Property, Lee Capital shall undertake or commission a traffic analysis, to be prepared by a reputable and licensed traffic engineer for such traffic studies, whose report shall analyze and describe the offsite roadway impacts to be expected from the entire project's planned uses and vehicle trips (and not merely the traffic impacts of that first development phase). The traffic study shall be prepared consistent with the County's traffic study methodology and will be reviewed and approved by the County. If the traffic study

indicates the need for mitigation to roadways impacted by the project to either maintain adopted level of service standards or to bring existing roadways to an acceptable standard to accommodate the increased traffic demand of the project, then Lee Capital shall be responsible to either make the required improvements or to fund their proportionate share of the cost of the required improvements consistent with the County's Proportionate Share ordinance (Ordinance 2006-36; Sections 20-101 through 20-1111, Sumter County Code of Ordinances).

This Development Agreement does not preclude the execution of road impact fee credit or reimbursement agreements between the County and Lee Capital consistent with the County's ordinances. In addition, this Development Agreement does not obligate the County to approve any such future road impact fee credit or reimbursement agreements.

b. Surface Water Management System: Lee Capital shall be responsible to design, construct and maintain a surface water management system for all stormwater drainage, runoff and retention on the Property. This system shall be designed according to the regulations and criteria of the SWFWMD and the County, and shall be permitted by the SWFWMD. This system shall be installed in a timely manner so as to be complete and able to manage the stormwater requirements of each Sequent development phase at the start of each such phase. The County shall have no obligation to install or maintain any of these stormwater improvements or system. Lee Capital shall have the right, subject to the permits and approval by the SWFWMD, to assign to the OA the ownership rights to this surface water management system as well as the responsibility to inspect, maintain and repair these system improvements according to the above permit conditions.

c. Potable Water: Potable water to serve the Property shall be provided by the City of Wildwood ("City") in accordance with the City's agreement with the County for the provision of such utility services within the City's and County's Urban Services Area. Lee Capital and the County acknowledge that the City will only provide potable water service under an agreement with Lee Capital for such water service. At the present time the City has sufficient permitted water service capacity, unreserved, to serve the water needs of the Property. Lee Capital will enter into an agreement with the City, before the start of any development phase of the Property, for the provision of potable water service.

d. Wastewater Collection: Similar to water service, wastewater collection service to the Property shall be provided by the City in accordance with its agreement with the County for the provision of such

utility services. Lee Capital and the County acknowledge that the City will only provide wastewater collection service under an agreement with Lee Capital for such service. At the present time the City has sufficient treatment capacity, unreserved, to serve the wastewater collection needs of the Property. Lee Capital will enter into an agreement with the City, before the start of any development phase of the Property, for the provision of wastewater collection service.

e. Solid Waste Collection: Solid waste collection service for the Property will be provided by a private solid waste hauler. Solid waste disposal will be provided by the County's solid waste facility, which has sufficient permitted and constructed capacity, unreserved, available to provide solid waste disposal service for development of the Property.

f. Fire and Emergency Services: Fire and emergency services for the Property will be provided by the County's Fire Rescue Department . The County presently has sufficient permitted and constructed fire services capacity, and emergency services training and certifications, to provide these services to the Property without a decrease in the level of service provided.

8. ANNUAL REPORT: Consistent with Section 163.3235, Florida Statutes, Lee Capital shall file an Annual Report with the County, to confirm its continuing compliance with the terms of this Development Agreement. During the first five (5) years of the term of this Development Agreement, Lee Capital shall file its Annual Report no later than thirty (30) days prior to the expiration of each annual term. During the sixth (6th) through the tenth (10th) years of the term of this Development Agreement, the Annual Report shall be submitted to both the County and the Florida Department of Community Affairs. The Annual Report shall contain the information required to be submitted under the then-existing provisions of Chapter 163, Florida Statutes, and such other information as may be reasonably required by the County according to the terms and conditions of this Development Agreement. The County shall have the right, without modification of this Development Agreement, to agree to eliminate some or all of the reporting requirements for the Annual Report, by separate written agreement with Lee Capital.

9. NOTICES:

a. Any demand or request given or required to be given by any party to this Development Agreement, and any notice required or permitted hereunder, shall be in writing (unless otherwise provided herein), and shall be deemed to have been given by any of the following methods: (i) when received if delivered personally or sent by facsimile, telex or telegram; or (ii) if sent by Federal Express or a similar overnight courier, one day after depositing said notice with said Federal Express or other overnight

courier, charges prepaid, for next-day delivery; or (iii) if sent by mail, five (5) days after mailing if such notice has been delivered to the U.S. Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth below.

Any notice to Sumter County shall be given or addressed to:

Sumter County, Florida  
Attention: County Administrator  
910 North Main Street  
Bushnell, FL 33513

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

Sumter County Planning Department  
910 North Main Street  
Bushnell, FL 33513

Any notice to Lee Capital shall be given or addressed to:

Lee Capital Limited Partnership  
1403 East State Road 44  
Wildwood, FL 34785

With copies to:  
Sumter, LLC  
2212 58th Avenue East  
Bradenton, FL 34203

b. Any party hereto may change its address or addresses to which subsequent notices are to be delivered or sent, by giving written notice of such change to the other parties to this Development Agreement in the manner provided above.

10. ENFORCEMENT: Enforcement of this Development Agreement may be undertaken through the Sumter County Board of County Commissioners. Upon approval of this Development Agreement, the Property shall be used only for the uses permitted herein. No changes to these permitted uses, nor any further expansion or addition to these permitted uses, nor any addition to the facilities, shall be permitted except as approved by formal amendment of this Development Agreement.

11. CONFLICT: In the event of any conflict between the terms or provisions of this Development Agreement and the County's Land Development Code, the terms or provisions of this Development Agreement shall control. Any matters which are not specifically addressed in this Development Agreement shall be controlled according to the terms or provisions of the County's Land Development Code, as amended.

12. TERMINATION: Any termination of this Development Agreement shall only be in accordance with the following provisions:

a. Termination by Mutual Consent: This Development Agreement may be terminated by the mutual agreement of the County and Lee Capital, evidenced by writing and signed by appropriate representatives of each party.

b. Termination by the County: If the County determines, on the basis of the Annual Report or otherwise, that Lee Capital has failed to comply with the terms of this Development Agreement, the County, after written notice to Lee Capital setting a reasonable time to cure any such non-compliance by Lee Capital, may terminate or modify this Development Agreement; provided that, if a modification order to be made by the County is not accepted in writing by Lee Capital within the time reasonably prescribed by the County, this Development Agreement may be terminated by the County. A determination of non-compliance pursuant to this Section shall be made only after a public hearing, notice of which, specifying the alleged acts or omissions of Lee Capital considered by the County to be a failure of compliance under the terms of this Development Agreement, shall be provided to Lee Capital at least twenty (20) days prior to such public hearing. At the hearing the County's representatives and Lee Capital's representatives shall be entitled to present evidence and argument on all issues presented, and also to submit rebuttal evidence and argument.

c. Effect of Termination: Upon the occurrence of either (i) the expiration of the term of this Development Agreement, or (ii) the termination of this Development Agreement under the provisions of Section 12(b) above, the provisions of Sections 3 and 7 of this Development Agreement shall remain in full force and effect, and shall be binding upon Lee Capital and any successor in title to Lee Capital as to the Property or any portion thereof. In the event of termination of this Development Agreement under the provisions of Section 12(a) above, all rights of Lee Capital and the County and hereunder shall terminate, and subsequent development of the Property shall be limited to those uses permitted in the then-existing land use designation(s) of the Property or any portions thereof, as set forth on the Future Land Use Map of the County's Comprehensive Plan and according to the then existing zoning designation(s) of the Property or any portions thereof, or any subsequent amendments thereto.

13. BINDING EFFECT: The terms and conditions set forth in this Development Agreement shall inure to the benefit of Lee Capital as the owner of the Property, and to any successor in title to Lee Capital as to the Property or any portion thereof, and shall additionally constitute a covenant running with title to the Property or any portion thereof, and shall be legally binding upon any heirs, assigns and successors in title or interest to Lee Capital as the owner of the Property or any portion thereof.

14. LITIGATION: In the event of any litigation arising out of this Development 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.

15. AMENDMENT: This Development Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Development Agreement.

16. SUCCESSORS AND ASSIGNS: All covenants and agreements in this Development 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.

17. SEVERABILITY: In the event that any provision or section of this Development Agreement is

determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Development Agreement.

18. APPLICABLE LAW: This Development Agreement shall be construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of Florida. The venue for any litigation arising out of this Development Agreement shall be Sumter County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date(s) below. The date of the last signature below shall complete the execution of this Development Agreement, and shall also be the start of the Development Agreement's term as described in Section 2, and shall also be the reference date for the required Annual Reports described in Section 8 above.

ATTACHED ARE SEPARATE SIGNATURE PAGES FOR :

- (1) Sumter County, Florida
- (2) Lee Capital Limited Partnership
- (3) Joinder and Consent of Sumter, LLC

**SIGNATURE PAGE OF SUMTER COUNTY, FLORIDA TO  
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN  
SUMTER COUNTY and LEE CAPITAL LIMITED PARTNERSHIP**

Sumter County, A political subdivision of the State of Florida:

By: \_\_\_\_\_  
Garry Breedon  
Chairman, Board of County Commissioners

Approved as to Form and Content By  
Sumter County Attorney:

\_\_\_\_\_

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

Attest:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Clerk of Court

Approved by Sumter County Commission on: \_\_\_\_\_

**SIGNATURE PAGE OF LEE CAPITAL LIMITED PARTNERSHIP TO LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN SUMTER COUNTY and LEE CAPITAL LIMITED PARTNERSHIP**

Lee Capital Limited Partnership, a Florida Limited Partnership

By: Lee Corporation, a Florida Corporation, General Partner

By: \_\_\_\_\_  
Sherilyn Lee, President

and

By: \_\_\_\_\_  
Sherilyn Lee, as Co-Trustee of the NELLIE T. LEE REVOCABLE TRUST u/a/d October 25, 2000, as amended

Date: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing LOCAL GOVERNMENT DEVELOPMENT AGREEMENT was acknowledged before me this day of \_\_\_\_\_, 2009, by Sherilyn Lee, President of Lee Corporation, a Florida corporation, as General Partner of Lee Capital Limited Partnership, a Florida limited partnership, on behalf of the partnership, and as Co-Trustee of the Nellie T. Lee Revocable Trust u/a/d .October 25, 2000, as amended.

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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**JOINDER AND CONSENT OF SUMTER, LLC TO  
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN  
SUMTER COUNTY and LEE CAPITAL LIMITED PARTNERSHIP**

THE UNDERSIGNED, SUMTER, LLC, a Florida limited liability company, as the contract vendee in a land purchase contract with Lee Capital Limited Partnership for purchase of the Property which is the subject of this Development Agreement, does hereby consent to the terms and provisions of this Development Agreement, as set forth in Section 5 thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Signed and sealed in our  
presence as witnesses:

SUMTER, LLC  
A Florida Limited Liability Company

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

\_\_\_\_\_  
Carlos Beruff  
President  
Date:\_\_\_\_\_

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

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing JOINDER AND CONSENT of the above Local Government Development Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Carlos Beruff, President of Sumter, LLC, a Florida Limited Liability Company.

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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION:

THOSE PORTIONS OF SECTION 1, 2, 11 AND 12, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12; THENCE N89°55'42"E ALONG THE NORTH LINE OF SAID SECTION 12 FOR 2633.15 FEET TO EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 63, PAGE 115, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE THE FOLLOWING FOUR COURSES, S00°05'49"W FOR 1680.06 FEET; THENCE S35°54'32"E FOR 606.15 FEET; THENCE S11°54'33"E FOR 245.60 FEET; THENCE S05°35'25"W FOR 922.74 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AS DESCRIBED IN OFFICIAL RECORDS BOOK 581, PAGE 488, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA (SAID POINT BEING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5589.58 FEET); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN COURSES: RUN NORTHWESTERLY FROM A RADIAL LINE WHICH BEARS S25°32'58"W, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°17'14" FOR A DISTANCE OF 418.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 6505.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°50'30" FOR A DISTANCE OF 1117.44 FEET; THENCE N39°40'42"E ALONG A RADIAL LINE FOR 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6355.44 FEET THROUGH A CENTRAL ANGLE OF 04°14'50" FOR 471.10 FEET; THENCE S43°55'31"W ALONG A RADIAL LINE FOR 150.00 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6505.44 FEET THROUGH A CENTRAL ANGLE OF 08°27'25" FOR A DISTANCE OF 960.20 FEET TO THE POINT OF TANGENCY; THENCE N37°37'01"W FOR 1167.52 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 166, PAGE 154 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING THREE COURSES; N52°27'31"E FOR 189.34 FEET; THENCE N37°32'29"W FOR 219.96 FEET; THENCE S52°27'31"W FOR 189.63 FEET TO THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE N37°37'01"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR 451.69 FEET TO THE SOUTHERLY LINE OF SOUTHEAST 1/4 OF SECTION 2; THENCE S89°38'02"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND SOUTHERLY LINE OF SAID SECTION 2 FOR 6.28 FEET; THENCE N37°37'01"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR 1660.50 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE N89°49'21"E ALONG SAID NORTH LINE FOR 1479.97 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, THENCE N89°49'43"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1 FOR 1680.74 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 1; THENCE S00°03'19"W ALONG SAID WEST LINE FOR 659.91 FEET TO THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1; THENCE N89°52'42"E ALONG SAID SOUTH LINE FOR 335.77 FEET TO THE EAST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1; THENCE N00°05'08"E ALONG SAID EAST LINE FOR 660.20 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1; THENCE N89°49'43"E ALONG SAID NORTH LINE FOR 672.49 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1; THENCE S00°10'00"W ALONG THE EAST LINE OF SAID SOUTH 1/2 FOR 12.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 141, PAGE 102 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID PARCEL THE FOLLOWING COURSES: S89°49'43"W FOR 210.00 FEET; THENCE S00°10'00"W FOR 672.01 FEET; THENCE N89°46'34"E FOR 210.00 FEET TO THE AFORESAID EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1; THENCE S00°10'00"W ALONG SAID EAST LINE FOR 637.76 FEET TO THE SOUTH 1/4 SECTION CORNER OF SAID SECTION 1; THENCE S89°55'42"W 49.93 FEET TO THE POINT OF BEGINNING.