THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Memorandum of Natural Gas Agreement

RESERVED FOR RECORDING

THIS MEMORANDUM is executed on the 6th day of February, 2009, by and between **THE CITY OF LEESBURG, FLORIDA,** whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630, as "Provider," and **SOUTHWINDS PARTNERS, L.L.L.P.**, a Florida limited liability limited partnership, whose address is 329 North Park Avenue, Suite 300, Winter Park, Florida 32789, as "Developer,"

WITNESSETH:

THAT Provider and Developer have entered into a Gas Service Agreement, for the real property owned by Developer and comprising the development known as Southwinds Cove Phase I, as more particularly described on Exhibit "A" attached hereto (the "Development"). The purpose of this Memorandum is to place the public, potential purchasers and others who may acquire any interest in the Development or any portion thereof, of the requirements imposed by the Gas Service Agreement.

NOW THEREFORE, for and in consideration of the Gas Service Agreement and the mutual obligations of the Provider and the Developer to one another thereunder, as well as the sum of $10.00 and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby give notice of the following terms of the Gas Service Agreement:

1. Under the Gas Service Agreement, the Developer is required to equip not less than one hundred twelve (112) units within the Development with certain natural gas appliances as specified more particularly in the Gas Service Agreement.

2. Anyone who may acquire an interest in the Development is hereby placed on notice that the terms of the Gas Service Agreement will be binding on them should they succeed to the interests of the Developer in the property comprising the Development, provided however that this obligation shall not be binding on, nor shall it be deemed to encumber the title to, any individual single family residential lot sold to a bona fide third party purchaser at arms' length for use by that purchaser as a principal residence, nor shall it be binding on any mortgagee of such bona fide third party purchaser at arms' length nor on any subsequent purchaser of any such lot.

3. This Memorandum is intended only to provide notice to the public and is not an amendment to the Gas Service Agreement. Reference is made to the Gas Service Agreement and any amendments thereto, for its actual terms and conditions, and anyone who may be affected thereby is able to obtain a copy of the Gas Service Agreement from Provider for the cost of copying. In the event of any conflict between this Memorandum and the actual Gas Service Agreement, the Gas Service Agreement shall take precedence.

4. Provider agrees to promptly execute an instrument in recordable form, as may reasonably be requested by Developer, to serve as record notice of the expiration or termination of this Memorandum in the event that the Gas Service Agreement expires or is terminated, according to its terms.

IN WITNESS WHEREOF, the parties have executed this Memorandum.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY EVANS, City Manager

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared JAY EVANS, as City Manager of the City of Leesburg, Florida, who acknowledged before me on the _____ day of _____, 2009, that he executed the foregoing instrument, and who was either {CHECK ONE} ☐ personally known to me, or who ☐ produced _____ as identification.

_____ _____
NOTARY PUBLIC SIGNATURE Commission Number

_____ _____
Type or print name of Notary Commission Expiration Date

SOUTHWINDS PARTNERS, L.L.L.P.,
a Florida limited liability limited partnership

By: Southwinds Cove Managers, L.L.C., a Florida limited liability company, its general partner

By: _____
Print Name: Jay P. Brock
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared Jay P. Brock, the Manager of Southwinds Cove Managers, L.L.C., a Florida limited liability company, the general partner of SOUTHWINDS PARTNERS, L.L.L.P., a Florida limited liability limited partnership, on behalf of the company and partnership, who acknowledged before me on the 6th day of February, 2009, that (s)he executed the foregoing instrument, and who was either {CHECK ONE} ☑ personally known to me, or who ☐ produced _____ as identification.

Danielle Buchanan
NOTARY PUBLIC SIGNATURE

DD671402
Commission Number

Danielle Buchanan
Type or print name of Notary

12/17/2010
Commission Expiration Date

DANIELLE BUCHANAN
Notary Public - State of Florida
My Commission Expires Dec 17, 2010
Commission # DD 671402

EXHIBIT "A"

Legal Description

SOUTHWINDS COVE

PHASE I

A portion of the Northwest 1/4 and a portion of the Southwest 1/4 of Section 28, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 19 South, Range 24 East, Lake County, Florida; thence run North 89°59'58" East, along the North line of the said Southwest 1/4 of the Northwest 1/4 of Section 28, for a distance of 30.00 feet to a point on the Easterly Right-of-way line of Flatwoods Road; thence departing said North line run South 00°06'03" West, along said Easterly right of way line, for a distance of 695.76 feet; thence departing said Easterly right of way line, run South 89°58'09" East, for a distance of 793.08 feet to the POINT OF BEGINNING; thence continue South 89°58'09" East, for a distance of 424.05 feet to a point on the Westerly right of way line of County Road 468, also known as South Street; thence run South 00°02'44" East, along said Westerly right of way line, for a distance of 39.37 feet; thence run North 89°57'16" East, along said Westerly right of way line, for a distance of 20.00 feet; thence run South 00°02'44" East, along said Westerly right of way line, for a distance of 649.51 feet; thence departing said Westerly right of way line, run South 89°58'46" West, for a distance of 1238.93 feet to a point on the aforesaid Easterly right of way line of Flatwoods Road; thence run North 00°08'31" East, for a distance of 54.17 feet; thence run North 00°06'03" East, along said Easterly right of way line, for a distance of 249.24 feet; thence departing said Easterly right of way line, run North 89°58'23" East, for a distance of 309.41 feet; thence run North 00°01'14" West, for a distance of 69.31 feet; thence run North 89°58'46" East, for a distance of 103.00 feet; thence run North 00°01'14" West, for a distance of 31.25 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 75.00 feet, a chord bearing of North 30°35'18" West, and a chord distance of 76.28 feet; thence run Northwesterly along the arc of said curve through a central angle of 61°08'09" for an arc distance of 80.03 feet; thence departing said curve, run North 28°50'37" East, for a distance of 50.00 feet to a point on a curve, concave Northerly, having a radius of 20.00 feet, a chord bearing of North 82°53'01" East, and a chord distance of 23.49 feet; thence run Easterly along the arc of said curve through a central angle of 71°55'12" for an arc distance of 25.10 feet to the point of tangency; thence run North 46°55'25" East, for a distance of 13.13 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 125.00 feet, a chord bearing of North 68°27'06" East, and a chord distance of 91.74 feet; thence run Northeasterly along the arc of said curve through a central angle of 43°03'21" for an arc distance of 93.93 feet to the point of tangency; thence run North 89°58'46" East, for a distance of 272.14 feet to the point of curvature of a curve, concave Northerly, having a radius of 20.00 feet, a chord bearing of North 81°35'22" East, and a chord distance of 5.84 feet; thence run Easterly along the arc of said curve through a central angle of 16°46'48" for an arc distance of 5.86 feet; thence departing said curve, run North 00°01'14" West, for a distance of 129.40 feet to the POINT OF BEGINNING.