

This instrument prepared by:
McLin Burnsed
Steven M. Roy, Esq./nam
P.O. Box 1299
The Villages, FL 32159

RETURN TO:
County Administrator
7375 Powell Road
Wildwood, Florida 34785

Property Appraiser's PID NO.: _____

RIGHT-OF-WAY DEED

Conveyance made as a result of proposed condemnation by Grantee;
documentary stamp tax not collectible pursuant to Section 12B-4.014, Florida Administrative Code

THIS INDENTURE, made effective this 29 day of June, 2012, by VILLAGES OF SOUTHWEST PLAZAS, LLC, a Florida limited liability company, whose post office address is 1020 Lake Sumter Landing, The Villages, Florida 32162, hereinafter called the "GRANTOR"*; and SUMTER COUNTY, a political subdivision of the State of Florida, whose post office address is 7375 Powell Road, Wildwood, Florida 34785, hereinafter called the "GRANTEE"*.

WITNESSETH, that GRANTOR, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained and sold to the GRANTEE, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

AS SET FORTH IN EXHIBIT "A"

and GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

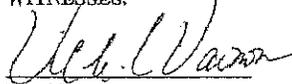
GRANTOR hereby certifies that the above lands are not homestead as defined by the Constitution of the State of Florida, nor are they contiguous thereto.

SUBJECT TO restrictions and easements of record.

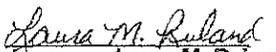
* Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.

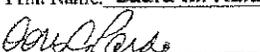
IN WITNESS WHEREOF, the GRANTOR has signed and sealed these presents the day and year first above written.

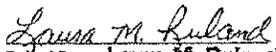
WITNESSES:

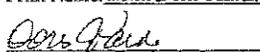

Print Name: Vicki C. Varnon


Print Name: Rita A. Deitrich


Print Name: Laura M. Ruland


Print Name: Doris A. Pardo

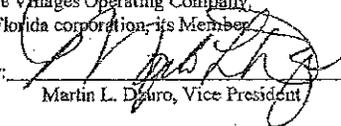

Print Name: Laura M. Ruland


Print Name: Doris A. Pardo

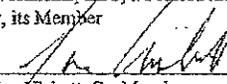
VILLAGES OF SOUTHWEST PLAZAS, LLC,
a Florida limited liability company

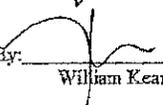
BY: VILLAGES/ACORN COMMERCIAL PARTNERS, LLC,
a Florida limited liability company, its Manager

By: The Villages Operating Company,
a Florida corporation, its Member

By: 
Martin L. D'Amico, Vice President

By: Acorn Investments, LLC, a Florida limited liability
company, its Member

By: 
Joe Nisbett, Co-Member

By: 
William Kearns, Co-Member

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 24th day of June, 2012, by Martin L. Dzuro, as Vice President of and on behalf of The Villages Operating Company, the Member of Villages/Acorn Commercial Partners, LLC, the Manager of Villages of Southwest Plazas, LLC, for the purposes expressed herein, who is personally known to me.

[Signature]

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Vicki C. Varnon
Serial/Commission Number: EE 125038
Commission Expires: 9-22-2015



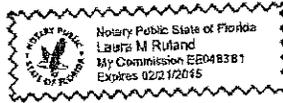
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 24th day of June, 2012, by Joe Nisbett, as Co-Member of and on behalf of Acorn Investments, LLC, the Member of Villages/Acorn Commercial Partners, LLC, the Manager of Villages of Southwest Plazas, LLC, for the purposes expressed herein, who is personally known to me.

[Signature]

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Laura M. Ruland
Serial/Commission Number: EE048381
Commission Expires: 2/21/2015



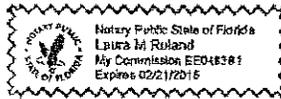
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 26th day of June, 2012, by William Kearns, as Co-Member of and on behalf of Acorn Investments, LLC, the Member of Villages/Acorn Commercial Partners, LLC, the Manager of Villages of Southwest Plazas, LLC, for the purposes expressed herein, who is personally known to me.

[Signature]

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Laura M. Ruland
Serial/Commission Number: EE048381
Commission Expires: 2/21/2015



EDARWIN\Acorn\TR\Villages of Southwest Plazas, LLC 707878\Right of Way Deed-VSWP to Sumter County-Pineleaf Place.spd\man
Revised: June 7, 2012
Printed: June 7, 2012

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 1 OF 2

LEGAL DESCRIPTION

THAT PORTION OF THE LANDS DESCRIBED OFFICIAL RECORDS BOOK 2137, PAGE 260, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4 RUN N89°30'00"W, ALONG THE NORTH LINE THEREOF A DISTANCE 439.80 FEET; THENCE DEPARTING SAID NORTH LINE, S00°29'59"W, 97.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF C-466A AND THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2137, PAGE 260; THENCE ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2137, PAGE 260 AND ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N89°30'00"W, 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°30'00"W, 180.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF S44°30'00"E, 76.71 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTHERLY RIGHT-OF-WAY SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE S00°30'00"W, 248.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE SOUTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°09'12", A DISTANCE OF 338.32 FEET; THENCE S21°39'12"E, 63.58 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2137, PAGE 260; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, N72°01'33"E, 80.17 FEET; THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY N21°39'12"W, 68.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°09'12", A DISTANCE OF 307.39 FEET; THENCE N00°30'00"E, 248.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE POINT PREVIOUSLY DESCRIBED POINT "A"; THENCE S89°30'00"E, 33.17 FEET TO THE POINT OF BEGINNING; THENCE N00°30'00"E, 33.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 6.83 FEET; THENCE EASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 21.46 FEET; THENCE S00°30'00"W, 212.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6.83 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 21.46 FEET; THENCE N00°30'00"E, 178.95 FEET TO THE POINT OF BEGINNING.

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.
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS BEING N00°00'00"W, AN ASSUMED MERIDIAN.

6/5/12
DATE

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



FARNER
BARLEY
AND ASSOCIATES, INC.

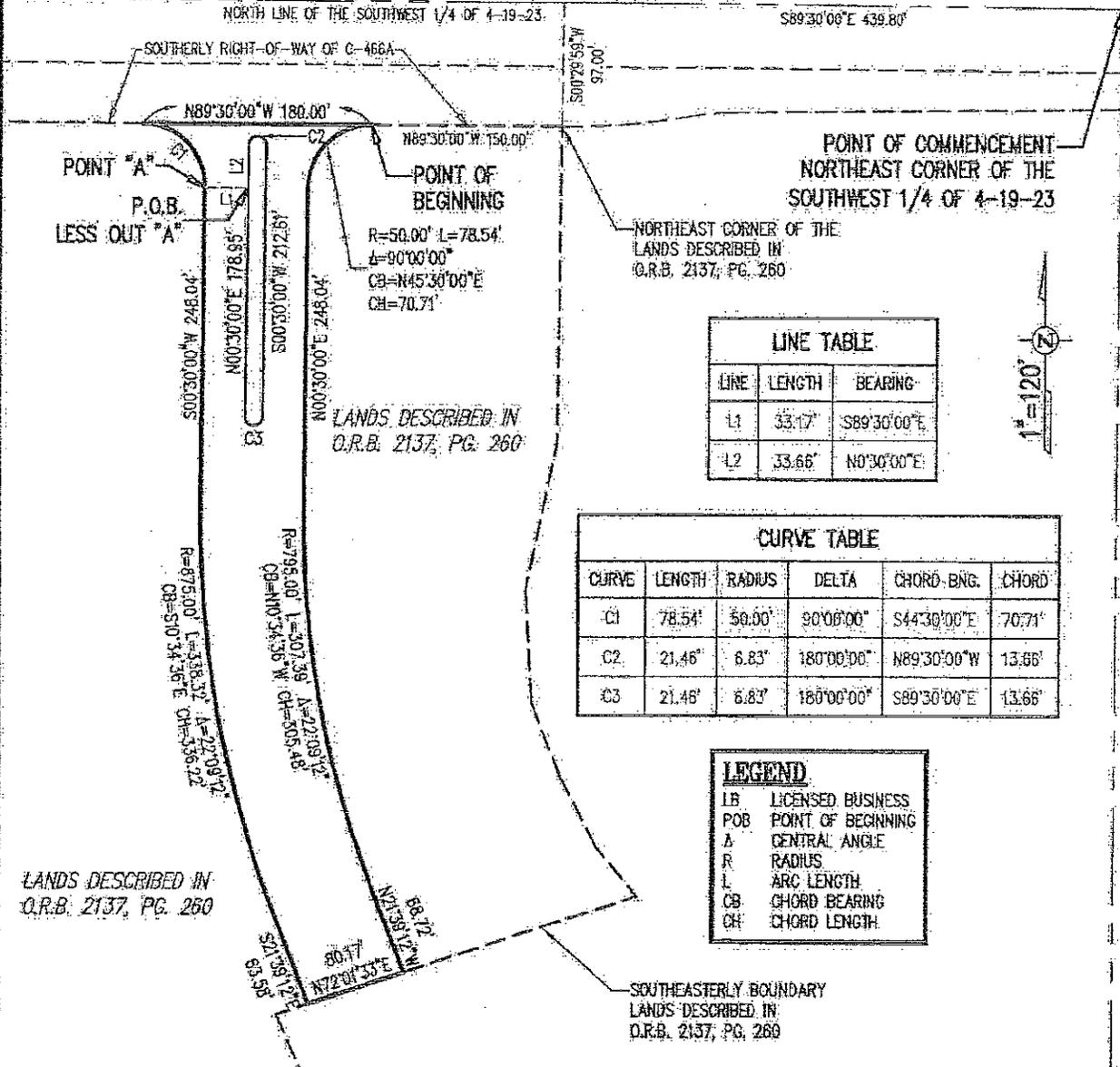
4450 NE 53RD ROAD SUITE 1000 FL 32754 (352) 748-3124

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT A
SHEET 2 OF 2

C-466A



LINE	LENGTH	BEARING
L1	33.17'	S89°30'00"E
L2	33.66'	N0°30'00"E

CURVE	LENGTH	RADIUS	DELTA	CHORD-BNG.	CHORD
C1	78.54'	50.00'	90°00'00"	S44°30'00"E	70.71'
C2	21.46'	6.83'	180°00'00"	N89°30'00"W	13.66'
C3	21.46'	6.83'	180°00'00"	S89°30'00"E	13.66'

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
A	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH

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.
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMNER COUNTY, FLORIDA AS BEING N00°00'00"W, AN ASSUMED MERIDIAN.



**FARNER
BEARLEY
AND ASSOCIATES, INC.**

A ENGINEERS
A SURVEYORS
A PLANNERS
LB 4709

4450 NE 23RD ROAD, A WILDMOOD, FL 34725-6 (352) 740-3125

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of July 2009 ("Effective Date"), by and between THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called the "Developer"), and SUMTER COUNTY, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called the "County").

RECITALS

1. Pursuant to that Memorandum of Commitments dated April 20, 2006 as approved by the County on May 9, 2006 and as amended by that Agreement dated June 10, 2008, the Developer conveyed to the County property identified as "County Property" on Exhibit "1".
2. The County intends to construct a Governmental Complex upon the County Property with construction scheduled to start January 2010 and construction scheduled to be completed by September 2010.
3. The Developer is the owner of the property identified as the "Developer Property" on Exhibit "1".
4. Developer intends to develop a shopping center known as "Pinellas Plaza" upon the Developer Property, however the Developer does not intend to develop Pinellas Plaza until after the County has completed its Governmental Complex on the County Property. The Developer is agreeable to construct certain roadways which will serve both Pinellas Plaza and the Governmental Complex constructed upon the County Property, provided the County agrees to accept a public dedication and assume maintenance for such roadways, and at this time, the County and the Developer wish to set forth their agreements in that regard.

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

1. The above recitals are true and correct.
2. The Developer hereby agrees to construct the roadways highlighted in yellow on Exhibit "2" so that such roadways are completed prior to the completion of the Governmental Complex being constructed by the County on the County Property.
3. After construction of all or a portion of the roadways depicted in Exhibit "3", upon inspection and approval by the County, the County agrees to accept a Right-of-Way Deed or Deeds from the Developer and assume all maintenance obligations for such roadways following two (2) years from the date of each such Right-of-Way Deed. The Developer agrees to maintain such

roadways during the intervening two (2) year period. Such Right-of-Way Deed or Deeds shall contain a reservation by which Grantor reserves (1) easements for utilities and street lighting, and (2) easements to construct and maintain signage and landscape on the landscaped islands located upon both entrance roads from County Road 466A, provided that the Developer agrees to perpetually maintain such signage and landscaped islands.

4. The design and construction of the roadways constructed by the Developer pursuant to this Agreement shall be as specified in *Exhibit "5"*.

5. If the final design and construction of the roadways depicted in *Exhibit "2"* leaves a gap between the right-of-way of such roadway and the County Property, the Developer hereby agrees to convey to the County without consideration that property lying between the County Property and the adjoining right-of-way to the north.

6. If in the future the County and the Developer both agree to interconnect County Property with the Developer Property as depicted in *Exhibit "4"*, then the County and the Developer agree to grant each other reciprocal easements for ingress and egress, and each party agrees to construct and maintain that portion of the possible future interconnect lying upon their respective properties.

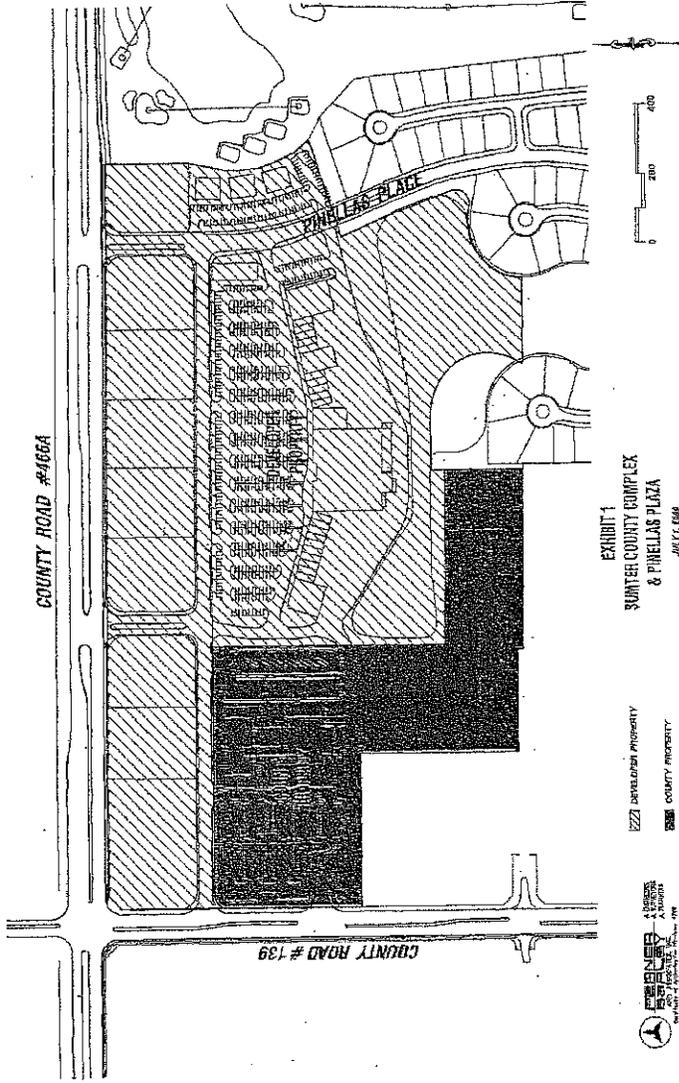
7. The County acknowledges that the Developer may form a joint venture with others to develop Pinellas Plaza, and any conveyance of Developer Property to such joint venture shall not affect the rights, duties and obligations of the County and the Developer pursuant to this Agreement.

8. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie with the Fifth Judicial Circuit, in and for Sumter County, Florida.

9. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. No amendment hereto is effective unless made in writing and signed by both parties.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]



COUNTY ROAD #466A

COUNTY ROAD #139

PIRELLAS PLAZA

EXHIBIT 1
SUNTER COUNTY COMPLEX
& PIRELLAS PLAZA
 JULY 1, 1988

ZZZ DEVELOPER PROPERTY
 SSS COUNTY PROPERTY



1000 N. 1st Street, Suite 100, San Jose, CA 95131
 Tel: (415) 763-1111
 Fax: (415) 763-1112



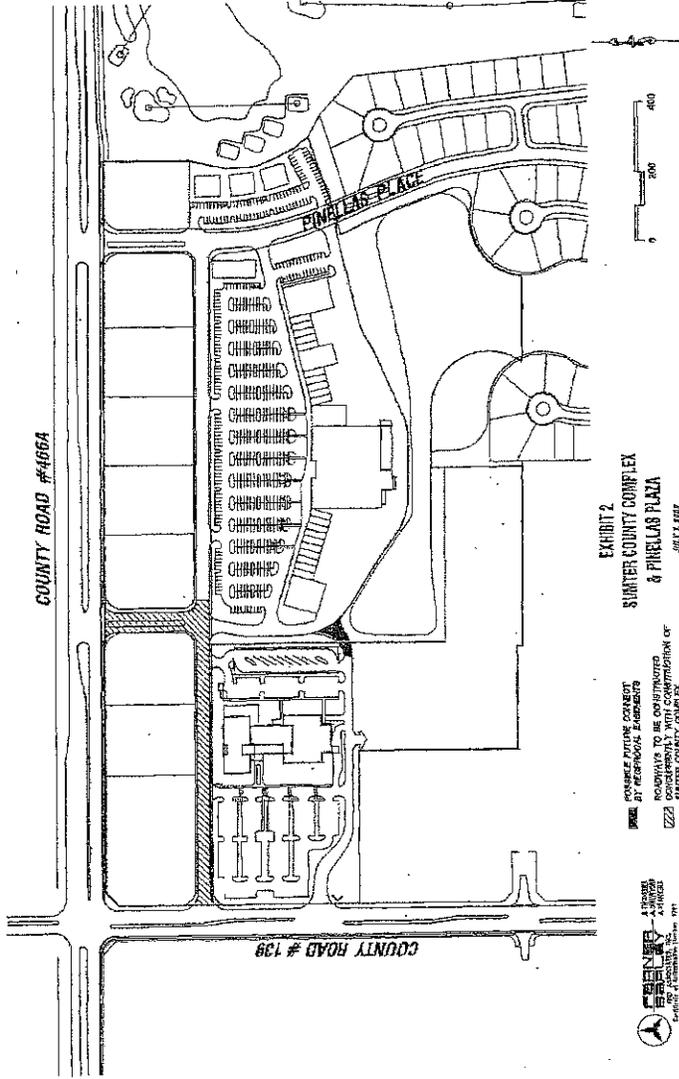
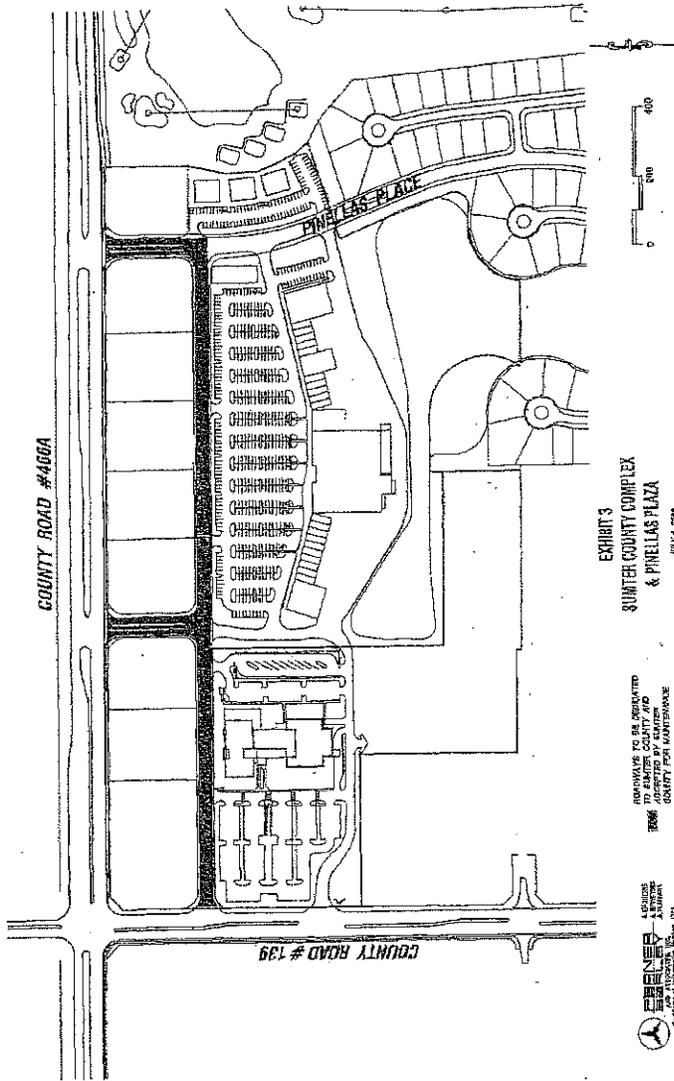


EXHIBIT 2
HUNTER COUNTY COMPLEX
& PIRELLAS PLAZA
JULY 1, 2010

POSSIBLE FUTURE CORNER
 PANEL BY NEIGHBORHOOD ENGINEERS
 ROADWAYS TO BE CONSTRUCTED
 UZZA CORNER MAP BY NEIGHBORHOOD ENGINEERS OF
 HUNTER COUNTY, MISSISSIPPI



NEIGHBORHOOD ENGINEERS & ARCHITECTS, P.C.
 1000 N. UNIVERSITY BLVD., SUITE 100
 MEMPHIS, TN 38103
 (901) 525-1100
 www.nea.com



COUNTY ROAD #466A

COUNTY ROAD #139

PIVELLAS PLACE

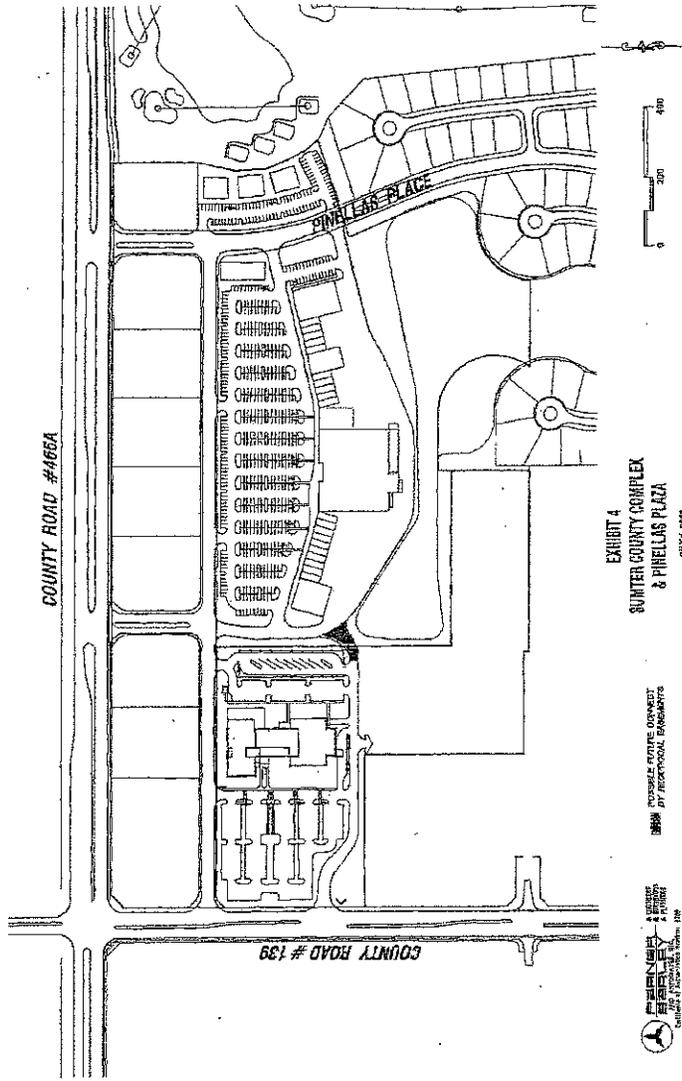


EXHIBIT 3
QUARTER COUNTY COMPLEX
& PIVELLAS PLAZA
JULY 1, 2008

APPROXIMATE TO BE PROVIDED
 TO QUARTER COUNTY AND
 COUNTY FOR MAINTENANCE



GIBNEY
ENGINEERS & ARCHITECTS
 10000 Highway 100, Suite 100
 Houston, Texas 77036
 Telephone: 281.460.1000
 Fax: 281.460.1001
 www.gibney.com



COUNTY ROAD #466A

COUNTY ROAD #139

PIRELLAS PLACE

EXHIBIT 4
 SUNTER COUNTY COMPLEX
 & PIRELLAS PLAZA
 AREA #009

DESIGNED BY
 RICHARDSON ENGINEERS

APPROVED BY
 SUNTER COUNTY ENGINEERS

Exhibit 5

Pinellas Plaza frontage road running from CR139 easterly to Pinellas Place will be constructed with 36' of asphalt pavement with curb and gutter. This roadway will be striped for 3 - 12' drive lanes. The center lane will provide for required turning movement to access abutting parcels.

The connector roads between the Pinellas Plaza frontage road and County Road 466A will be constructed with 1 - 15' entering drive lane, a grassed median and 2 - 12' existing drive lanes with curb and gutter.

All roadway construction will be in compliance with applicable roadway standards.