



In anticipation of the future C-468 and Florida Turnpike interchange, the County is in the final stages of design and permitting for the widening of C-468 from the Florida Turnpike to SR 44.

Through discussions between Staff, FDOT, and the Developer, it was determined that the proposed new interchange at I-75 and C-466 (“I-75 Interchange Project”) and the related widening of C-466 is not required at this time nor will it be required in the next five (5) years and advancing the widening of C-468 (“C-468 Project”) from the Florida Turnpike to SR 44 is in the best interest of the County and the Developer.

Staff and the Developer determined it is beneficial to both the County and the Developer to amend the Original Agreement by eliminating the transportation improvements associated with the I-75 Interchange Project, and adding the transportation improvements associated with the C-468 Project. As a result of this amendment, the Developer shall construct the widening project on C-468 from the Florida Turnpike to C-468. The County remains responsible for the right-of-way acquisition, design, permitting, and construction engineering inspections for the C-468 project.

The Developer shall commence construction of the C-468 project no later than December 1, 2014, with a completion no later than 18 months after commencement. This construction schedule is identical to the construction schedule for the new C-468 and Florida Turnpike interchange.

The anticipated cost of the C-468 project is \$13,250,000. The proposed First Amendment provides for impact fee reimbursement to The Villages no greater than 120% of the anticipated cost (i.e. \$15,900,000) or the actual cost if the project is competitively bid. This is consistent with the Original Agreement.

In addition, the First Amendment provides for the County to convey back to the Developer the right-of-way conveyed to the County, with no consideration, at the proposed C-466 and I-75 interchange. These properties to be conveyed back are listed in Exhibit A to the First Amendment. Since there is no plan for the construction of the new interchange at C-466 and I-75, Staff has no objection to conveying back the right-of-way.

Staff recommends the Board approve the First Amendment.

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# **FIRST AMENDMENT TO IMPACT FEE AGREEMENT**

**THIS FIRST AMENDMENT TO IMPACT FEE AGREEMENT** (“First Amendment”) is made and entered into this 12th day of July, 2011 (“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 (“Developer”), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, Florida 34785 (“County”).

## **RECITALS**

**WHEREAS**, on February 10, 2009, the Developer and County entered into an Impact Fee Agreement (“Original Agreement”) for the development of the following transportation improvements:

US 301 – Widen to four (4) lanes from milepost 24.615 on the south to milepost 27.329 on the north.

US 301 – Intersection safety improvement at US 301 and Florida Turnpike.

US 301 – Intersection improvement at C-466.

US 301 – Intersection improvement at SR 44.

Florida Turnpike – New interchange at C-468.

C-466 – New interchange at I-75 and associated widening to four (4) lanes from CR 245 to 7/10ths of one mile east of I-75.

C-466 - Intersection improvement at Morse Boulevard.

**WHEREAS**, on January 27, 2009, the Developer and the State of Florida Department of Transportation (“FDOT”) entered into The Villages DRI Transportation Proportionate Share and Joint Participation Agreement (“Proportionate Share Agreement”) for improvements to US 301 and Florida Turnpike, as described above, and

**WHEREAS**, the Proportionate Share Agreement between the Developer and FDOT does not address the design, permitting, and construction of the new interchange at C-466 and I-75 and the related widening to C-466, as described above, and

**WHEREAS**, the Proportionate Share Agreement between the Developer and FDOT provides for the Developer to construct an interchange on the Florida Turnpike at C-468, ramps to and from the south, with construction commencing by December 1, 2014, and construction completion within 18 months of commencement; and

**WHEREAS**, the County is in the final stages of design and permitting for the widening of C-468 from the Florida Turnpike to SR 44, and

**WHEREAS**, the County and Developer concur that advancing the widening of C-468 (“C-468 Project”) from the Florida Turnpike to SR 44 is in the best interest of the County and the Developer; and

**WHEREAS**, the County and Developer have determined and concur that the proposed new interchange at I-75 and C-466 (“I-75 Interchange Project”) and the related widening of C-466 is not required at this time nor will it be required in the next five (5) years;

**WHEREAS**, based upon the above findings, the Developer and County wish to set forth their mutual understanding as set forth herein through the amendment of the Original Agreement by eliminating the transportation improvements associated with the I-75 Interchange Project, and adding the transportation improvements associated with the C-468 Project.

**NOW THEREFORE**, the parties accept the above recitals as true and incorporate them into this First Amendment to the Original Agreement, *in haec verba*, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and agree that the Original Agreement between them is amended hereby, and further that this First Amendment to the Original Agreement sets forth the covenants of the parties regarding the construction of certain transportation improvements of the C-468 Project from the Florida Turnpike to SR 44, and the deletion of the I-75 Interchange Project. Any conflicts in interpretation or application between this First Amendment and the Original Agreement as they relate to the I-75 Interchange Project and the C-468 Project shall be resolved in favor of this First Amendment. In furtherance of this First Amendment to the Original Agreement, the parties hereby stipulate and agree as follows:

**A. IMPROVEMENT TO C-466 AND FUTURE I-75 INTERCHANGE**

1. Section B(2) of the Original Agreement, together with all Exhibits referenced in Section B(2), is hereby deleted in its entirety and restated as follows:

**(2) IMPROVEMENT TO C-468 FROM FLORIDA TURNPIKE TO SR 44**

(A) **The Project.** The C-468 Project involves construction necessary for the widening of C-468 to four (4) lanes from the Florida Turnpike to SR 44, consistent with the design plans developed by the County.

(B) **Responsibilities.** The Developer shall be responsible for the construction of the C-468 Project. The County has retained the services of Springstead Engineering, Inc. to provide design, engineering and all construction engineering inspections (CEI) services for the C-468 Project. The Developer shall utilize the engineered Construction Documents provided by the County for the construction of the improvements contemplated by the C-468 Project.

(C) **Right-of-Way.** The County shall secure all right-of-way for the construction of the C-468 Project. The Developer agrees to cooperate with the County in

assisting the County in securing such right-of-way. The right-of-way and easements previously conveyed by the Developer to the County without consideration relating to the I-75 Interchange Project, as more particularly set forth in the deeds listed in *Exhibit "A"* to this First Amendment, shall be reconveyed by County to the Developer and such Limited Access Right-of-Way Lines shall be terminated within sixty (60) days of the Effective Date of this First Amendment.

(D) **Construction of Project.** The Developer shall construct the C-468 Project in accordance with all applicable regulations, including periodic inspections and submission to the County of all testing reports and final inspection prior to acceptance of the C-468 Project. The Developer shall commence construction of the C-468 Project no later than December 1, 2014, and in coordination with the development of the new interchange at the Florida Turnpike and C-468. The Developer shall complete construction of the C-468 Project for final acceptance by the County within eighteen (18) months from commencement of construction.

(E) **Impact Fee Credit and Reimbursement.** The County agrees that the Developer shall be entitled to road impact fee credit and reimbursement based upon the actual cost of construction of the C-468 Project funded by the Developer pursuant to this First Amendment. However, in no event shall the Developer be entitled to any credit or reimbursement in excess of 120% of the estimated construction cost of the C-468 Project set forth in *Exhibit "B"*, unless the C-468 Project is competitively bid, in which case, the Developer shall be entitled to road impact fee credit and reimbursement in the amount of the actual cost of construction of the C-468 Project. Also, in no event shall the Developer be entitled to any reimbursement except to the extent of any funds on deposit in the County's road impact fee fund.

(1) **Records.** The Developer may apply for a credit and/or reimbursement from the County road impact fee fund based upon the percentage of work completed by delivering to the County a certification by a third party licensed Professional Engineer indicating the percentage of work completed, through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval, and acceptance by the County. The Developer shall pay road impact fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this First Amendment. During construction, such road impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the C-468 Project completed. Upon completion of the C-468 Project, 100% of the cost associated with same shall be available for credit and/or reimbursement to the Developer upon inspection, approval, and acceptance by the County. Road impact fees paid by the Developer to the County before the date the Developer first established road impact fee credits shall be rebated to the Developer to the extent of the Developer's impact fee credit entitlement on a monthly basis. Notwithstanding the fact that the Developer has established a road impact fee credit balance, the

Developer shall continue to make payment for road impact fees on or before the issuance of building permits. If the Developer has not previously assigned its road impact fee credits pursuant to the Section below, within fifteen (15) days after end of each month, the County shall rebate to the Developer an amount equal to the previous month's end balance of road impact fees paid by the Developer, provided such rebate does not exceed the existing credit entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection, or copying, for a minimum of five (5) years from the termination of this Agreement.

- (2) Assignment of Road Impact Fee Credits by Developer. The road impact fee credits shall be fully transferrable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of road impact fee credits must meet the following requirement to be accepted by the Sumter County Planning Director:
  - i. Developer contribution credits can only be assigned once, not including any collateral assignments in favor of a bank, a community development district created pursuant to Chapter 190, Florida Statutes, or other local unit of special purpose government; and
- (3) Financial Accounting. All financial records of the Developer pertaining to this First Amendment shall be maintained according to generally accepted accounting principles. A separate project will be created in the accounting records to account for the C-468 Project costs. The financial records shall enable ready identification of all C-468 Project costs. The County shall have the right to audit or verify the amount and accuracy of C-468 Project costs and documentation throughout the term of this First Amendment and for five (5) years subsequent, and shall have access to any and all records, documents, or correspondence related to this C-468 Project.
- (4) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this First Amendment to determine whether or not there has been demonstrated good faith compliance with the terms of this First Amendment, and to report the credit applied toward payment of road impact fees and the balance of available and unused credit. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this First

Amendment, this First Amendment may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice providing Developer with reasonable time in which to cure any alleged failure. If the alleged failure is not cured to the satisfaction of County within the time set forth herein, the County reserves the right to declare this First Amendment to be null and void.

2. All other terms and provisions of the Original Agreement shall remain the same except as specifically set forth in this First Amendment.

**Clerk of County Court**

**Board of County Commissioners  
of Sumter County, Florida**

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
**Don Burgess, Chairman**

**Witness**

**The Villages of Lake-Sumter, Inc.**

By \_\_\_\_\_  
**Gary L. Moyer, Vice President**

\_\_\_\_\_

## **“EXHIBIT A”**

**Right-of-Way Deed between The Villages of Lake-Sumter, Inc. (Grantor) and Sumter County (Grantee) recorded in Official Records Book 1197, Page 423;**

**Right-of-Way Deed between The Villages of Lake-Sumter, Inc. (Grantor) and Sumter County (Grantee) recorded in Official Records Book 1197, Page 426;**

**Right-of-Way Deed between The Villages of Lake-Sumter, Inc. (Grantor) and Sumter County (Grantee) recorded in Official Records Book 1197, Page 429;**

**Right-of-Way Deed between The Villages of Lake-Sumter, Inc. (Grantor) and Sumter County (Grantee) recorded in Official Records Book 1197, Page 432.**

**Exhibit "B"**  
**Widening of C-468 from Florida Turnpike to SR 44**

Construction	\$11,883,408
Contingency (10%)	\$1,188,341
Performance & Payment Bond (1.5%)	\$178,251
<b>Total</b>	<b>\$13,250,000</b>

This instrument prepared by /RETURN TO:  
Brian D. Hudson, Esq.  
McLin & Burnsed P.A.  
PO Box 1299  
The Villages, Florida 32158-1299

ExN \_\_\_\_\_  
Rec 13.00  
TF 2.00  
Doc .70  
Int \_\_\_\_\_  
CC \_\_\_\_\_  
  
15.70

Property Appraiser's PID NO.: \_\_\_\_\_

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this 15 day of April, 2004, by **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, having a mailing address of 1100 Main Street, The Villages, Florida 32159, hereinafter called the **GRANTOR\***, and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 209 N. Florida Street, Bushnell, Florida 33513-6152, 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 land described in *Exhibit "A"*, situate, lying and being in Sumter County, Florida.

**Together** with all rights of ingress, egress, light, air and view between the **GRANTOR'S** remaining property and any facility constructed on the above described property and all rights of ingress, egress, light, air and view between the **GRANTOR'S** remaining property and the following described line: Commence at a Nail & Disk (no identification) at the South 1/4 corner of Section 9, Township 18 South, Range 22 East; thence run N 89°54'53" W along the South line of the SW 1/4 of said Section 9 a distance of 300.08 feet to a point on the West right-of-way line of State Road No. 93 ( Interstate 75 ); thence N 00° 16'08" E along said West right-of-way line a distance of 63.62 feet to the intersection of said West right-of-way line with the North right-of-way line of State Road No. 466; thence S 89°42'22" W along said North right-of-way line a distance of 651.40 feet to the Point of Beginning of a Proposed Limited Access Right-of-way line; thence continue S 89°42'22" W along said right-of-way line a distance of 300.00 feet to the Point of Terminus of said Proposed Limited Access Right-of-way line.

**GRANTOR** hereby certifies that the described lands are not homestead as defined by the Constitution of the State of Florida.

**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.

**GRANTOR:**

**THE VILLAGES OF LAKE SUMTER, INC.**

By: Martin L. Dzuro  
Martin L. Dzuro, Vice President

**WITNESSES:**

Amy C. Lewis  
Print Name Amy C. Lewis

Meg Yawn  
Print Name Meg Yawn

**STATE OF FLORIDA**  
**COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 15 day of April, 2004, by **Martin L. Dzuro**, Vice President of, and on behalf of **The Villages of Lake-Sumter, Inc.** who is personally known to me.

Meg Yawn  
Notary Public, State of Florida  
**Meg Yawn**

Print Name \_\_\_\_\_  
Commission # \_\_\_\_\_  
Commission Expires \_\_\_\_\_



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10314  
03:34:39PM B-1197 P-423

EXHIBIT "A"

Parcel 1 :

That Portion of :

The SE 1/4 of the SW 1/4 of Section 9, Township 18 South, Range 22 East, Sumter County, Florida; being the lands described in Official Records Book 115, Page 251, Public Records of Sumter County, Florida.

Described as follows :

Commence at a Nail & Disk (no identification) at the South 1/4 corner of Section 9, Township 18 South, Range 22 East; thence run N 89°54'53" W along the South line of the SW 1/4 of said Section 9 a distance of 300.08 feet to a point on the West right-of-way line of State Road No. 93 ( Interstate 75 ); thence N 00°16'08" E along said West right-of-way line a distance of 63.62 feet to the Point of Beginning, said point being the intersection of said West right-of-way line with the North right-of-way line of State Road No. 466; thence S 89°42'22" W along said North right-of-way line a distance of 651.40 feet; thence departing said North right-of-way line N 00°00'00" E a distance of 200.00 feet to the Point of Curvature of a curve, concave Southeasterly, having a radius of 555.00 feet, a chord bearing of N 24°10'35" E and a chord length of 454.60 feet; thence run Northeasterly along the arc of said curve through a central angle of 48°21'11" a distance of 468.38 feet to the Point of Tangency of said curve; thence N 48°21'11" E a distance of 349.67 feet to the Point of Curvature of a curve, concave Northwesterly having a radius of 620.00 feet, a chord bearing of N 26°16'58" E and a chord length of 465.92 feet; thence run Northeasterly along the arc of said curve through a central angle of 44°08'25" a distance of 477.64 feet to a point on the North line of the SE 1/4 of the SW 1/4 of said Section 9; thence S 89°47'49" E along the North line of said SE 1/4 of the SW 1/4 a distance of 2.66 feet to a point on said West right-of-way line, said point being on the arc of a curve, concave Westerly, having a radius of 5579.65 feet and a chord bearing of S 00°14'05" E and a chord length of 98.10 feet; thence Southerly along the arc of said curve and along said West right-of-way line through a central angle of 1°00'27" a distance of 98.11 feet to the Point of Tangency of said curve; thence continue along said West right-of-way line S 00°16'08" W a distance of 1163.40 feet to the Point of Beginning.

Containing 11.13 acres more or less.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10314  
03:34:39PM B-1197 P-424

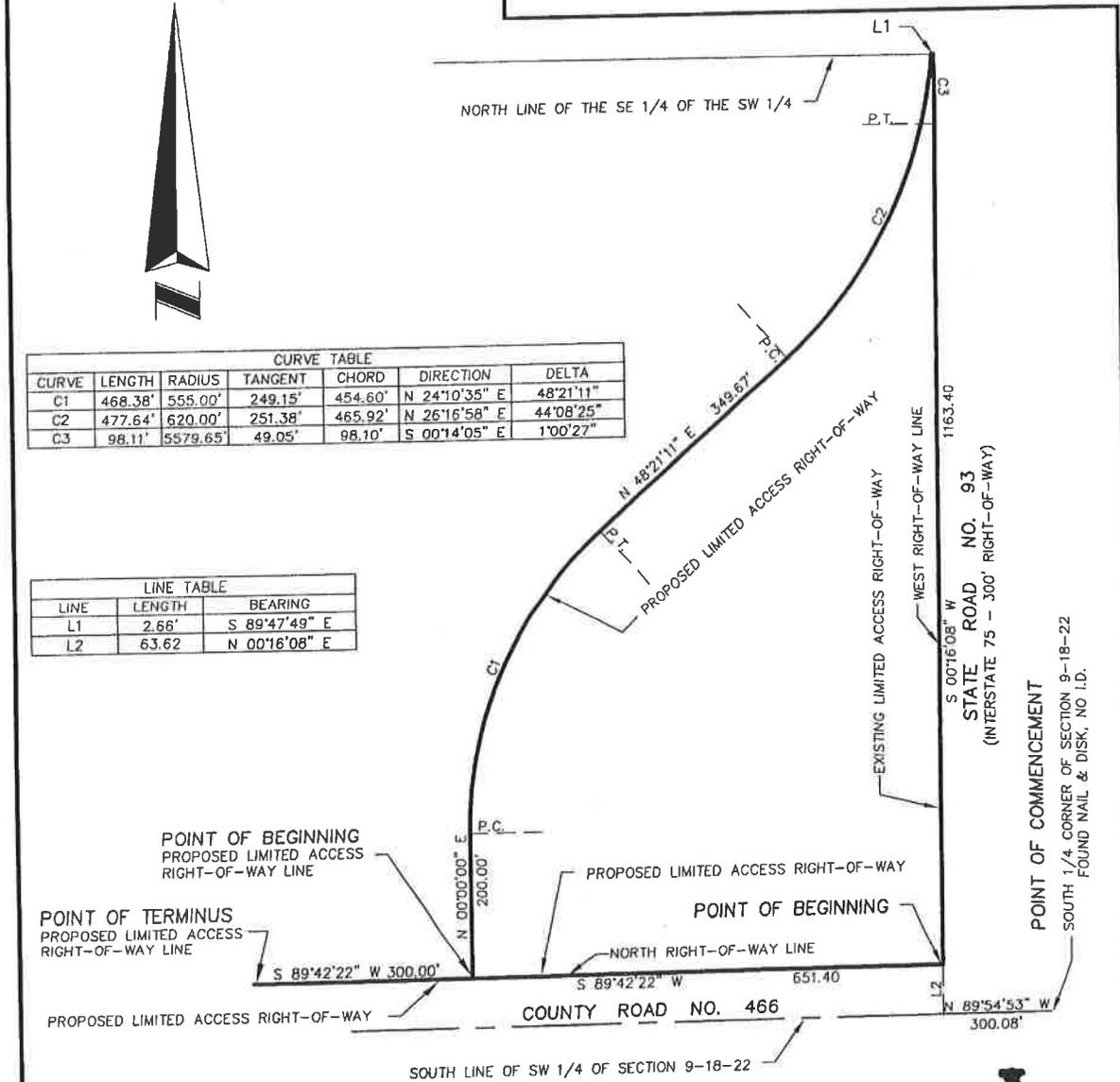
EXHIBIT "A"

SKETCH OF DESCRIPTION  
PARCEL 1



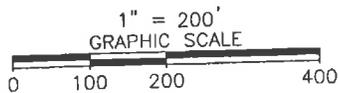
CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	DIRECTION	DELTA
C1	468.38'	555.00'	249.15'	454.60'	N 24°10'35" E	48°21'11"
C2	477.64'	620.00'	251.38'	465.92'	N 26°16'58" E	44°08'25"
C3	98.11'	5579.65'	49.05'	98.10'	S 00°14'05" E	1°00'27"

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.66'	S 89°47'49" E
L2	63.62'	N 00°16'08" E



LEGEND :

- C1 = CURVE NUMBER
- L1 = LINE NUMBER
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY



Drawing No. 4B147004  
Job No. 48147  
Date: 10/1/2003  
SHEET 2 OF 2  
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8580 fax(407)292-0141  
Cert. No. LB-2108  
email: info@southeasternsurveying.com

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10314  
03:54:39PM B-1197 P-425

ExN  
Rec 3.05  
TF 2.00  
Doc .70  
Int \_\_\_\_\_  
CC \_\_\_\_\_  
15.70

This instrument prepared by /RETURN TO:  
Brian D. Hudson, Esq.  
McLin & Burns P.A.  
PO Box 1299  
The Villages, Florida 32158-1299

Property Appraiser's PID NO.: \_\_\_\_\_

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this 15 day of April, 2004, by **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, having a mailing address of 1100 Main Street, The Villages, Florida 32159, hereinafter called the **GRANTOR\***, and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 209 N. Florida Street, Bushnell, Florida 33513-6152, 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 land described in *Exhibit "A"*, situate, lying and being in Sumter County, Florida.

**Together** with all rights of ingress, egress, light, air and view between the **GRANTOR'S** remaining property and any facility constructed on the above described property and all rights of ingress, egress, light, air and view between the **GRANTOR'S** remaining property and the following described line: Commence at a Nail & Disk (no identification) at the South 1/4 corner of Section 9, Township 18South, Range 22 East; thence run N 89°54'53" W along the South line of the SW 1/4 of said Section 9 a distance of 0.09 feet to a point on the East right-of-way line of State Road No. 93( Interstate 75 ); thence N 00°16'08" E along said East right-of-way line a distance of 65.56 feet to the intersection of said East right-of-way line with the North right-of-way line of County Road No. 466; thence N 89°42'22" E along said North right-of-way line a distance of 173.59 feet to the Point of Beginning of a Proposed Limited Access Right-of-way line; thence continue N 89°42'22" E along said North right-of-way line a distance of 300.00 feet to the Point of Terminus of said Proposed Limited Access Right-of-way line.

**GRANTOR** hereby certifies that the described lands are not homestead as defined by the Constitution of the State of Florida.

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.

**GRANTOR:**

**THE VILLAGES OF LAKE SUMTER, INC.**

By: Martin L. Dzuro  
Martin L. Dzuro, Vice President

**WITNESSES:**

Amy L. Lewis  
Print Name Amy L. Lewis

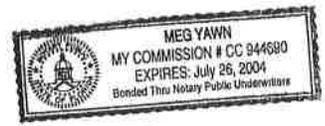
Meg Yawn  
Print Name Meg Yawn

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 15 day of April, 2004, by **Martin L. Dzuro**, Vice President of, and on behalf of **The Villages of Lake-Sumter, Inc.** who is personally known to me.

Meg Yawn  
Notary Public, State of Florida

Print Name Meg Yawn  
Commission # \_\_\_\_\_  
Commission Expires \_\_\_\_\_



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC #0.70

04/16/2004 #2004-10315  
03:34:39PM B-1197 P-426

EXHIBIT "A"

Parcel 2 :

That Portion of :

The S 1/2 of the SE 1/4 of Section 9, Township 18 South, Range 22 East, Sumter County, Florida; being the lands described in Official Records Book 126 Page 543, Public Records of Sumter County, Florida.

Described as follows :

Commence at a Nail & Disk (no identification) at the South 1/4 corner of Section 9, Township 18 South, Range 22 East; thence run N 89°54'53" W along the South line of the SW 1/4 of said Section 9 a distance of 0.09 feet to a point on the East right-of-way line of State Road No. 93 ( Interstate 75 ); thence N 00°16'08" E along said East right-of-way line a distance of 65.56 feet to the Point of Beginning, said point being the intersection of said East right-of-way line with the North right-of-way line of County Road No. 466; thence continue N 00°16'08" E along said East right-of-way line a distance of 757.80 feet to a point on the North line of lands described in Official Records Book 1041, Pages 144-147, Public Records of Sumter County, Florida; thence S 89°11'54" E along the North line of said lands a distance of 25.75 feet to a point on a non tangent curve, concave Northeasterly, having a radius of 1316.00 feet a chord bearing of S 15°02'08" E and a chord length of 65.73 feet; thence Southeasterly along the arc of said curve through a central angle of 2°51'43" a distance of 65.74 feet to the Point of Tangency of said curve; thence S 16°28'00" E a distance of 230.66 feet to the Point of Curvature of a curve, concave Southwesterly having a radius of 1502.00 feet, a chord bearing of S 08°22'28" E and a chord length of 422.87 feet; thence run Southeasterly along the arc of said curve through a central angle of 16°11'04" a distance of 424.27 feet to the Point of Tangency of said curve; thence S 00°16'56" E a distance of 53.51 feet to a point on said North right-of-way line; thence S 89°42'22" W along said North right-of-way line a distance of 173.59 feet to the Point of Beginning.

Containing 2.11 acres more or less.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

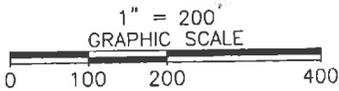
04/16/2004 #2004-10315  
03:34:39PM B-1197 P-427

EXHIBIT "A"

SKETCH OF DESCRIPTION  
PARCEL 2



LINE	LENGTH	BEARING
L3	65.56'	N 00°16'08" E
L4	53.51'	S 00°16'56" E
L5	0.09'	N 89°54'53" W
L6	25.75'	S 89°11'54" E



LEGEND :

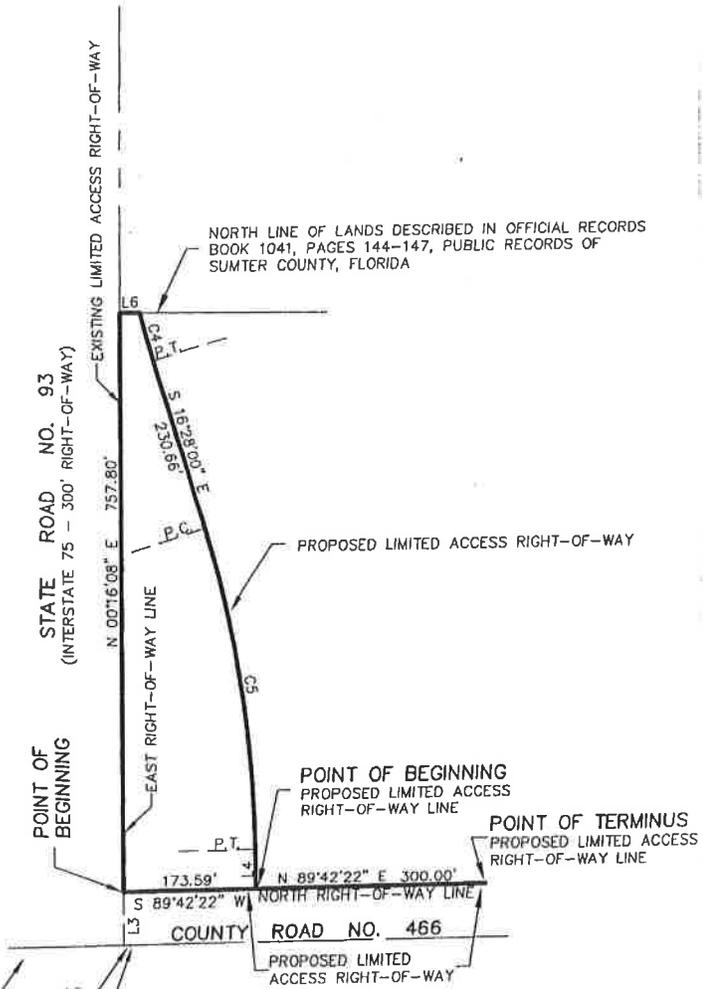
- C1 = CURVE NUMBER
- L1 = LINE NUMBER
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY

SOUTH LINE OF THE SW 1/4 OF SECTION 9-18-22

POINT OF COMMENCEMENT  
SOUTH 1/4 CORNER OF SECTION 9-18-22  
FOUND NAIL & DISK, NO I.D.

Drawing No. 48147006  
Job No. 48147  
Date: 10/1/2003  
SHEET 2 OF 2  
See Sheet 1 for Description

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	DIRECTION	DELTA
C4	65.74'	1316.00'	32.88'	65.73'	S 15°02'08" E	2°51'43"
C5	424.28'	1502.00'	213.56'	422.87'	S 08°22'28" E	16°11'04"



SOUTHEASTERN SURVEYING & MAPPING CORP.  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8580 fax(407)292-0141  
Cert. No. LB-2108  
email: info@southeasternsurveying.com

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC #0.70

04/16/2004 #2004-10315  
03:34:39PM B-1197 P-428

This instrument prepared by /RETURN TO:  
Brian D. Hudson, Esq.  
McLin & Burns P.A.  
PO Box 1299  
The Villages, Florida 32158-1299

ExN \_\_\_\_\_  
Rec 13.00  
TF 2.00  
Doc .70  
Int \_\_\_\_\_  
CC \_\_\_\_\_  
15.70

Property Appraiser's PID NO.: \_\_\_\_\_

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this 15 day of April, 2004, by **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, having a mailing address of 1100 Main Street, The Villages, Florida 32159, hereinafter called the **GRANTOR\***, and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 209 N. Florida Street, Bushnell, Florida 33513-6152, 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 land described in *Exhibit "A"*, situate, lying and being in Sumter County, Florida.

**Together** with all rights of ingress, egress, light, air and view between the **GRANTOR'S** remaining property and any facility constructed on the above described property and all rights of ingress, egress, light, air and view between the **GRANTOR'S** remaining property and the following described line: Commence at a Nail & Disk (no identification) at the North 1/4 corner of Section 16, Township 18 South, Range 22 East; thence run N 89°54'53" W along the North line of the NW 1/4 of said Section 16 a distance of 0.08 feet to a point on the East right-of-way line of State Road No. 93 ( Interstate 75 ); thence S 00°16'08" W along said East right-of-way line a distance of 76.44 feet to the Point of Beginning, said point being the intersection of said East right-of-way line with the South right-of-way line of State Road No. 466; thence N 89°42'22" E along said North right-of-way line a distance of 183.95 feet to the Point of Beginning of a Proposed Limited Access Right-of-way line; thence continue N 89°42'22" E along said North right-of-way line a distance of 300.00 feet to the Point of Terminus of said Proposed Limited Access Right-of-way line.

**GRANTOR** hereby certifies that the described lands are not homestead as defined by the Constitution of the State of Florida.

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.

**GRANTOR:**

**THE VILLAGES OF LAKE-SUMTER, INC.**

By: Martin L. Dzuro  
Martin L. Dzuro, Vice President

**WITNESSES:**

Amy C. Lewis  
Print Name Amy C. Lewis

Meg Yawn  
Print Name Meg Yawn

**STATE OF FLORIDA**  
**COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 15 day of April, 2004, by **Martin L. Dzuro**, Vice President of, and on behalf of **The Villages of Lake-Sumter, Inc.** who is personally known to me.

Meg Yawn  
Notary Public, State of Florida

Print Name Meg Yawn  
Commission # \_\_\_\_\_  
Commission Expires \_\_\_\_\_



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10316  
03:34:39PM B-1197 P-429

EXHIBIT "A"

Parcel 3 :

That Portion of :

The NE 1/4 of Section 16 Township 18 South, Range 22 East, Sumter County, Florida; being the lands described in Official Records Book 4, Page 209, Public Records of Sumter County, Florida.

Described as follows :

Commence at a Nail & Disk (no identification) at the North 1/4 corner of Section 16, Township 18 South, Range 22 East; thence run N 89°54'53" W along the North line of the NW 1/4 of said Section 16 a distance of 0.08 feet to a point on the East right-of-way line of State Road No. 93 ( Interstate 75 ); thence S 00°16'08" W along said East right-of-way line a distance of 76.44 feet to a point, said point being the intersection of said East right-of-way line with the South right-of-way line of State Road No. 466; thence continue S 00°16'08" W along said East right-of-way line a distance of 952.27 feet to a point on a non tangent curve, concave Southeasterly, having a radius of 1278.00 feet a chord bearing of N 12°47'49" E and a chord length of 208.32 feet; thence Northeasterly along the arc of said curve through a central angle of 9°20'59" a distance of 208.55 feet to the Point of Tangency of said curve; thence N 17°28'21" E a distance of 291.72 feet to the Point of Curvature of a curve, concave Northwesterly having a radius of 1197.04 feet, a chord bearing of N 08°35'42" E and a chord length of 369.46 feet; thence run Northeasterly along the arc of said curve through a central angle of 17°45'18" a distance of 370.94 feet to the Point of Tangency of said curve; thence N 00°16'56" W a distance of 106.50 feet to a point on said South right-of-way line, thence S 89°42'22" W along said South right-of-way line a distance of 183.95 feet to the Point of Beginning.

Containing 2.51 acres more or less.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10316  
03:34:39PM B-1197 P-430



ExN  
Rec/ 3.00  
TF 2.00  
Doc .70  
Int \_\_\_\_\_  
CC \_\_\_\_\_  
15.70

Prepared by/Return to:  
Brian D. Hudson, Esq.  
McLin & Burnsed, PA  
P. O. BOX 1299  
The Villages, Florida 32158

Property Appraiser's PID NO.:

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this 15 day of April, 2004, by The Villages of Lake-Sumter, Inc., a Florida corporation, having a mailing address of 1100 Main Street, The Villages, Florida, 32159, hereinafter called the **GRANTOR\***, and Sumter County, a political subdivision of the State of Florida, whose address is 209 N. Florida Street, Bushnell, Florida 33513-6152 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 Marion County, Florida, to wit: -

**SEE attached 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 whosoever.

**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.

**GRANTOR:**

**THE VILLAGES OF LAKE-SUMTER, INC.**  
By: Martin L. Dzuro  
Martin L. Dzuro, Vice President

**WITNESSES:**

Amy C. Lewis  
Print Name Amy C. Lewis

Meg Yawn  
Print Name Meg Yawn

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 15 day of April, 2004, by **Martin L. Dzuro**, Vice President of, and on behalf of **The Villages of Lake-Sumter, Inc.** who is personally known to me.

Meg Yawn  
Notary Public, State of Florida  
Print Name \_\_\_\_\_  
Commission # \_\_\_\_\_  
Commission Expires \_\_\_\_\_



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10317  
03:34:39PM B-1197 P-432

**Exhibit "A"**

Parcel 4 :

That Portion of :

The S 1/2 of the SE 1/4 of Section 9, Township 18 South, Range 22 East, Sumter County, Florida; being the lands described in Official Records Book 126 Page 543, Public Records of Sumter County, Florida.

Described as follows :

Commence at a Nail & Disk (no identification) at the South 1/4 corner of Section 9, Township 18 South, Range 22 East; thence run N 89°54'53" W along the South line of the SW 1/4 of said Section 9 a distance of 0.09 feet to a point on the East right-of-way line of State Road No. 93 ( Interstate 75 ); thence N 00°16'08" E along said East right-of-way line a distance of 823.36 feet to the Point of Beginning, said point being on the North line of lands described in Official Records Book 1041, Pages 144-147, Public Records of Sumter County, Florida; thence continue N 00°16'08" E along said East right-of-way line a distance of 133.31 feet to a point on a non-tangent curve, concave Northeasterly, having a radius of 1316.00 feet a chord bearing of S 10°38'33" E and a chord length of 136.07 feet; thence Southeasterly along the arc of said curve through a central angle of 5°55'26" a distance of 136.01 feet to a point on said North line; thence N 89°11'54" W along said North line a distance of 25.75 feet to the Point of Beginning.

Containing 1,557 square feet more or less.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

04/16/2004 #2004-10317  
03:34:39PM B-1197 P-433

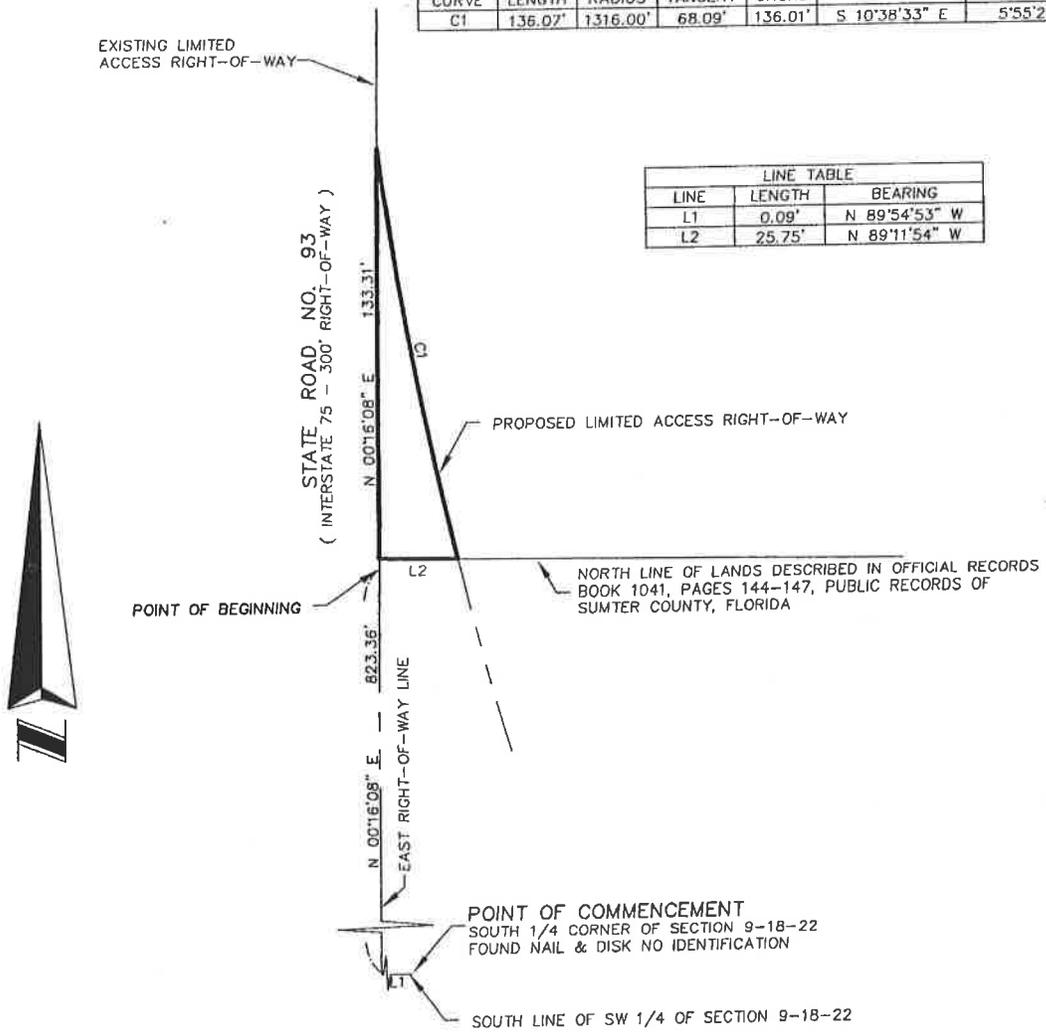
EXHIBIT "A"

SKETCH OF DESCRIPTION  
PARCEL 4

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
DOC \$0.70

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	136.07'	1316.00'	68.09'	136.01'	S 10°38'33" E	5°55'26"

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.09'	N 89°54'53" W
L2	25.75'	N 89°11'54" W

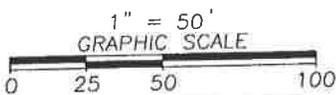


04/16/2004 #2004-10517  
03:34:39PM B-1197 P-434

LEGEND :

L1 = LINE NUMBER  
C1 = CURVE NUMBER

Drawing No. 48147010  
Job No. 48147  
Date: 10/13/2003  
SHEET 2 OF 2  
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8560 fax(407)292-0141  
Cert. No. LB-2108  
email: info@southeasternsurveying.com