SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Purchase Order Approval (Staff recommends approval).
REQUESTED ACTION: Approve Purchase Order

☐ Work Session (Report Only) **DATE OF MEETING:** 9/28/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Budget & Purchasing

BUDGET IMPACT: _____
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

HISTORY/FACTS/ISSUES:

PO Number	PO Amount	Vendor Name	PO Description
53888	$700,000.00	The Villages	US 301 from N of CR 232 to N of NE 110th Road – Construction

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

53888

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201 **TELEPHONE 352-793-0200**

BUSHNELL, FLORIDA 33513-9402

TO

The Villages
340 Heald Way, Suite 212
The Villages, FL 32163

DATE 9/22/10

DEPT. Road and Bridge

BY [signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
153-	344-541-6541	1	US 301 from N of CR 232 to N of NE 110th Rd Construction	$700,000.00	$700,000.00
			Budget Amendment A-113 will cover the funds for this PO.		
			TERMS:	**TOTAL**	$700,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

NOTE: ONLY ORIGINAL INVOICES WILL BE CONSIDERED FOR PAYMENT

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ **DATE:** _____
OFFICER OR DEPT. HEAD

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

The Villages
340 Herald Way Suite 212
The Villages, FL 32163

IMPACT FEE AGREEMENT

THIS IMPACT FEE AGREEMENT ("Agreement") is made and entered into this 10 day of February, 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 **"Developer"**), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called **"County"**).

RECITALS

WHEREAS, on October 22, 2002, the Developer and the County entered into an Impact Fee Credit Agreement for Development of County Road 466; on December 17, 2002, the Developer and the County entered into a First Amendment to Impact Fee Credit Agreement for Development of County Road 466 by which Phase IV and Phase V of the Project were brought within the scope of the Impact Fee Credit Agreement; on January 12, 2005, the Developer and the County entered into an Amended and Restated First Amendment to Impact Fee Credit Agreement for Development of County Road 466 and an Interchange at County Road 466 and Interstate Highway 75; and on August 16, 2005, the Developer and the County entered into a Supplemental Impact Fee Credit Agreement for Development of County Road 466 (hereinafter collectively referred to as the "CR466 Agreement"), and

WHEREAS, on January 12, 2005, the Developer and the County entered into an Impact Fee Credit Agreement for Development of an Interchange at County Road 468 and The Florida Turnpike (hereinafter referred to as the "Turnpike Agreement"), and

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 for certain substantial improvements to a portion of State Road 35/US Highway 301, in Sumter County, Florida, a copy of which is attached as ***Exhibit "A"*** (hereinafter referred to as the "FDOT SR35/Hwy 301 Agreement"), and

WHEREAS, at this time, the Developer and the County wish to set forth their agreements regarding the construction of improvements to State Road 35/US Highway 301 pursuant to the FDOT SR35/Hwy 301 Agreement, and update and, for purposes of application, supercede the terms of the CR466 Agreement and the Turnpike Agreement.

NOW THEREFORE, accepting the above recitals as true and incorporating them as if stated herein, and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree that the CR466 Agreement, the Turnpike Agreement and the Supplemental Impact Fee Credit Agreement for Development of County Road 466 dated August 16, 2005, are superceded hereby, and further that this Agreement sets forth the parties agreements

for the design and construction of certain improvements to State Road 35/US Highway 301. Any conflicts in interpretation or application between this Agreement and the agreements listed in this paragraph or the recitals shall be resolved in favor of this Agreement.

DEVELOPER CONTRIBUTIONS: Developer contributions (impact fee payments made by the Developer) which are the subject of this Agreement shall be governed and implemented by the scheduled attached hereto and incorporated herein as ***Schedule 1***.

A. COUNTY-WIDE IMPROVEMENTS TO US HIGHWAY 301.

1. **THE PROJECT.** The Project contains four distinct components.

(A) Component One: The Project, as described in this Section A, involves the widening to four (4) lanes of that portion of USH301 from milepost 24.615 on the south, north to milepost 27.329, which may include stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage working, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

(B) Component Two: USH301 Safety Improvement

The safety improvement is on a section of USH301 immediately north of the interchange with Florida's Turnpike, so that the configuration provides for a lane addition from the Turnpike's northbound off ramp, or its safe and equivalent improvement; applying appropriate design and transitions of the additional land.

(C) Component Three: CR466 @ USH301
Add westbound Left Turn Lane

(D) Component Four: USH301 @ SR44
Add southbound Left Turn Lane

2. **RESPONSIBILITIES.**

(A) **Component One.**

(1) Right-of-Way.

(a) Right of Way Owned by Developer. Developer does not own any right-of-way adjoining the Project, and therefore, the Developer will not be donating right-of-way, nor receiving credit/reimbursement for the donation of any right-of-way pursuant to the Project.

(b) Right-of-Way to be Acquired. The acquisition of right-of-way necessary to construct the Project shall be the responsibility of FDOT. FDOT is actively acquiring right-of-way for the Project and all condemnation will be done by and through FDOT.

(2) Road Way Design. FDOT shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by FDOT, submitted to the County. The Director of Public Works of Sumter County may submit written suggestions and recommendations to FDOT based on his review of the Construction Documents.

(3) Construction of Project. The Project shall be constructed in accordance with all applicable regulations, including periodic inspections and submission of all testing reports to FDOT and final inspection by FDOT prior to acceptance of the Project. The Developer shall commence the construction of the Project within one hundred twenty (120) days from the latter of, (i) FDOT acquiring such right-of-way as is necessary to complete the Project, or (ii) the Developer receiving from FDOT all permits necessary for the construction of the Project including a Construction Permitting Agreement including the County, the Developer and FDOT. The Developer shall complete the Project within eighteen (18) months from commencement.

(4) Impact Fee Credit and Reimbursement.

(a) Dedication of Right-of-Way. Developer does not own any right-of-way adjoining the Project, and therefore, the Developer will not be donating right-of-way, nor receiving credit/reimbursement for the donation of any right-of-way pursuant to the Project

(b) Construction of the Project. The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit or reimbursement in excess of 120% of the estimated construction costs of $24,089,000 as prepared by FDOT and set forth in the FDOT SR35/Hwy 301 Agreement, unless the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and reimbursement in the amount of the actual cost of constructing the Project. Also, in no event shall the Developer be entitled to any reimbursement except to the extent of any funds on deposit in the Countywide Road Construction Impact Fee Trust Account. For purposes of this Agreement, "Off-Site Improvements" shall mean road improvements located outside of the boundaries of a Road Impact Construction which are required by the County in order to serve External Trips, but not including Access Improvements.

(c) Records and Impact Fee Credits. All Transportation Impact fees in the Countywide Road Construction Impact Fee Trust Account received by the County since December 18, 2001 shall be available for credit to the Developer, as earned through the formula described herein, and also for reimbursement to the Developer to the extent of any funds on

deposit in the Countywide Road Construction Impact Fee Trust Account and Sumter County shall not be obligated to reimburse the Developer from any other source other than the Countywide Road Construction Impact Fee Trust Account. The Developer may apply for a credit and/or reimbursement from the Road Construction Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project 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. During construction, such impact fee credit and reimbursement shall accrue and be paid to the Developer in an amount equal to 90% of the cost of each portion of the Project completed. Upon completion of the Project, 100% of the cost associated with the Project shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by FDOT and Sumter County. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost of the Off-Site Improvements to be constructed. 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.

(d) Assignment of the Impact Fee Credits by the Developer. The impact fee credits shall be fully transferable 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 Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

(e) Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent, and shall have access to any and all records, documents or correspondence related to the Project.

(f) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation 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 Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

(B) **Components Two, Three and Four.** Pursuant to the FDOT SR35/Hwy 301 Agreement, the Developer is obligated to pay $1,392,974.00 to FDOT which FDOT will hold such funds exclusively for the completion of Components Two, Three and Four. Within sixty (60) days of the presentation of proof of such payment by the Developer to the FDOT, the County shall reimburse to the Developer such amount from the Countywide Road Construction Impact Fee Trust Account.

B. DISTRICT NO. 1 IMPROVEMENTS TO THE FLORIDA TURNPIKE AT CR468, AND ALSO TO CR466.

1. THE FLORIDA TURNPIKE.

(A) **The Project.** The Project, as described in this Section B, involves the preliminary and final design, right-of-way acquisition, and permitting of an interchange at CR468 and The Florida Turnpike, and the construction of a partial interchange as depicted in ***Attachment 1***, including grading, stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, materials testing, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage works, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

(B) **Developer Responsibilities.**

(1) Right of Way.

(a) Right of Way Owned by Developer. Pursuant to a purchase agreement and the exercise of an option agreement, the Developer has acquired fee simple title to all property that the Developer believes is reasonably necessary for the construction of the Project which is more particularly described in ***Exhibit "B"*** (the "Developers Property"). Within sixty (60) days from the date upon which the State of Florida Turnpike Authority ("Turnpike Authority") provides written approval of the final engineering Construction Documents for such Project, the Developer shall convey to the County all of the Developers Property. At closing, the Developer shall pay deed documentary stamp tax and current year taxes prorated as of the date of closing as required by Florida Statutes §196.295.

(b) Additional Right-of-Way to be Acquired. The Developers Property does not include possessory rights of tenants under billboard sign lease agreements affecting the Developer's Property described in ***Exhibit "B"***. As soon as practical after the execution of this Agreement the County shall commence and complete condemnation proceedings to terminate those possessory rights of sign lease tenants.

(2) Road Way Design. The Developer has retained the services of Kimley-Horn and Associates, Inc. to provide design and engineering services for the Project. If Developer desires to hire another design engineering firm to provide additional services for the Project, the Developer shall comply with Section 287.055, Florida Statues, in the selection and hiring of a Design Engineer, or the design function may be performed by Design/Builder hired in accordance with Section 287.055, Florida Statutes. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by Turnpike Authority, submitted to the County. The Director of Public Works may submit written suggestions and recommendations to the Developer based on his review of the Construction Documents and the Project shall be designed and constructed in accordance with all applicable regulations. Upon completion, the Developer shall submit to the Turnpike Authority and to the County's Director of Public Works three (3) originals of as-built Construction Documents signed and sealed by the Developer's engineer.

(3) Construction of Project. The Project shall be constructed in accordance with all applicable regulations, including periodic inspections and submission of all testing reports and final inspection by Turnpike Authority and Sumter County prior to acceptance of the Project. The Developer shall commence the construction of the Project within one hundred twenty (120) days from the latter of, (i) the County acquiring the possessory rights of all sign lease tenants and such right-of-way as is necessary to complete the Project, (ii) the Developer receiving all permits necessary for the construction of the Project including a Construction Permitting Agreement among the County, the Developer and Turnpike Authority, or (iii) the date upon which the Developer issues its Notice to Proceed for the Project but in no event later than December 1, 2014, unless the delay is caused by County's failure to acquire the leasehold rights of Sign Lease Tenants. The Developer shall complete the Project within eighteen (18) months from commencement.

(C) **Impact Fee Credit and Reimbursement.**

(1) Dedication of Right of Way.

(a) Fee Simple. The Developer shall receive impact fee credits and/or reimbursement in the amount of the Developer's purchase price to acquire the Developers Property which is **$829,672.95**, together with the cost of such consultants, appraisers, attorneys, and all such costs related to the acquisition of such right-of-way. At closing, the Developer shall pay deed documentary stamp tax and current year taxes prorated as of the date of closing.

(b) Sign Lease Tenants. County shall acquire the leasehold rights of all Sign Lease Tenants.

Notwithstanding any other provision of this Agreement, if the Developer is the holder of fee simple interest in the property needed as right-of-way for the Project, and therefore is the Landlord under the Sign Lease Agreements, Landlord agrees that Landlord shall not receive any impact fee credit or reimbursement for the termination of the Developer's rights as Landlord under the Sign Lease Agreements.

(2) Construction of the Project. The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit and/or reimbursement in excess of 120% of the estimated construction costs set forth in ***Exhibit "C"***, unless the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and/or reimbursement in the amount of the actual cost of constructing the Project. For purposes of this Agreement, "Off-Site Improvements" shall mean road improvements located outside of the boundaries of a Road Impact Construction which are required by the County in order to serve External Trips, but not including Access Improvements.

(3) Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 1(C)(2) above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all District No.1 Transportation Impact Fees paid within the Villages of Wildwood DRI, the Villages of Sumter DRI, and the Tri-County Villages of Sumter DRI, together with any additions thereto (collectively the "DRI's") and also those transportation impact fees paid by the Developer outside of the DRI's but within Road Construction District No.1 to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against District No.1 Impact Fees.

(a) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees as set forth in ***Schedule One*** until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes 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 an impact fee credit

balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section 1(C)(3)(b) below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount 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 credit 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.

(b) Assignment of the Impact Fee Credits by the Developer. The impact fee credits shall be fully transferable 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 Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

(c) Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent, and shall have access to any and all records, documents or correspondence related to the Project.

(d) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation 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 Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

2. **COUNTY ROAD 466.**

(A) **The Project.** The Project, as described in this Section B.2. contains two distinct components.

(1) Component One. The Project involves the design, permitting and construction of County Road 466 as a four-lane roadway from approximately County Road 245 on the West to approximately 7/10ths of a mile east of Interstate Highway 75, together with intersection improvements to County Road 466 and County Road 475 and an interchange at the intersection of Interstate Highway 75 and County Road 466.

(2) Component Two. Morse Boulevard @ CR466 -
Add southbound Right Turn Lane
Add northbound Right Turn Lane

(B) **Responsibilities.**

(1) Component One.

(a) Road Way Design. The Developer has retained the services of Kimley-Horn and Associates, Inc. to provide design and engineering services for the Project. If Developer desires to hire another design engineering firm to provide additional services for the Project, the Developer shall comply with Section 287.055, Florida Statues, in the selection and hiring of a Design Engineer, or the design function may be performed by Design/Builder hired in accordance with Section 287.055, Florida Statutes. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by FDOT, submitted to the County. The Director of Public Works may submit written suggestions and recommendations to the Developer based on his review of the Construction Documents and the Project shall be designed and constructed in accordance with all applicable regulations. Upon completion, the Developer shall submit to the FDOT and to the County's Director of Public Works three (3) originals of as-built Construction Documents signed and sealed by the Developer's engineer.

(b) Right-of-Way.

(i) Property Owned Currently by the Developer. Developer agrees to donate to the County that portion of the real property owned by the Developer described in ***Exhibit "D"*** necessary for the construction of Component One within sixty (60) days from the date upon which the Developer receives final written approval of the Component One final engineering Construction Documents. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of record, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Developer agrees to convey to the County such right-of-way described in ***Exhibit "D"*** without impact fee credit entitlement. The Developer shall pay for all documentary stamps to record the deed and all other recording costs. At closing, the Developer shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(ii) Additional Right-of-Way to be Acquired. The Developer agrees to cooperate with the County in assisting the County in securing such additional right-of-way as is necessary to complete the Project.

(c) Construction of Component One of the Project. The Developer shall commence the construction of Component One of the Project within one hundred twenty (120) days of the later to occur, (a) the date upon which the Developer receives written approval by FDOT and the Federal Highway Administration for the construction of an interchange at the intersection of County Road 466 and Interstate Highway 75, pursuant to the Interchange Justification Report for County Road 466, or (b) the date upon which the Developer issues its Notice to Proceed with Component One of the Project.

2. Component Two.

(a) The Project. The Project involves intersection improvements to County Road 466 at the intersection of Morse Boulevard, which may include stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage working, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

(b) Responsibilities.

1. Right-of-Way.

(i) The Developer agrees to request that District No. 1 and Sumter Landing Community Development District convey to the County without impact fee credit or reimbursement the real property currently owned by each respective district as

described in ***Exhibit "E"*** within sixty (60) days from the later to occur of (i) date upon which the County provides for approval of engineering Construction Documents, or (ii) the Developer obtaining all necessary permits for the construction of Component Two. Any such conveyance shall be by statutory warranty deed free and clear of all liens and encumbrances but subject to easements for public utilities and restrictions of record, if any, which shall not prohibit the use said lands by the County for its intended purpose as road right-of-way.

2. Road Way Design. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents for Component Two shall be prepared and submitted to the County for its review and approval.

3. Construction of Component Two of the Project. Component Two shall be constructed in accordance with all applicable regulations, including periodic inspections and submission to Sumter County of all testing reports and final inspection prior to acceptance of the Project. The Developer shall commence construction of Component Two of the Project within one hundred twenty (120) days from the later of (i) District No. 1 and Sumter Landing District conveying such additional right-of-way for Component Two, (ii) final approval of Construction Documents for Component Two by the County, or (iii) the Developer issuing a Notice to Proceed. The Developer shall complete Component Two within 270 calendar days from commencement.

(C) **Impact Fee Credit and Reimbursement Applicable to Both Components.**

(1) Dedication of Right-of-Way. Developer agrees to convey to the County such right-of-way described in ***Exhibit "D"*** without impact fee credit entitlement.

(2) Construction of the Project. The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of design and construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit or reimbursement in excess of 120% of the estimated construction costs of each component of the Project set forth in ***Exhibits "F"*** and ***"G"*** respectively, unless that component of the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and reimbursement in the amount of the actual cost of constructing such component of the Project. Also, in no event shall the Developer be entitled to any reimbursement except to the extent of any funds on deposit in the Road Construction District No. 1 Impact Fee Trust Account. For purposes of this Agreement, "Off-Site Improvements" shall mean road improvements located outside of the boundaries of a Road Impact Construction which are required by the County in order to serve External Trips, but not including Access Improvements.

(3) Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 2(C)(2) above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all District No.1 Transportation Impact Fees paid within the Villages of Wildwood DRI, the Villages of Sumter DRI, and the Tri-County Villages of Sumter DRI, together with any additions thereto (collectively the "DRI's") and also those transportation impact fees paid by the Developer outside of the DRI's but within Road Construction District No.1 to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against District No.1 Impact Fees.

(a) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes 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 an impact fee credit balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section 2(C)(4) below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount 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 credit 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.

(4) Assignment of the Impact Fee Credits by the Developer. The impact fee credits shall be fully transferable 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 Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

(5) Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent, and shall have access to any and all records, documents or correspondence related to the Project.

(6) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation 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 Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

C. GENERAL PROVISIONS.

1. **TERM.** This Agreement shall commence as of the Effective Date and shall continue as to each individual component until the earlier to occur of (A) ten (10) years following completion of each such component, or (B) the Developer being fully reimbursed or fully utilizing such impact fee credits as is generated by that such component.

2. **NOTICES.** Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

DEVELOPER: The Villages of Lake-Sumter, Inc. 1020 Lake Sumter Landing The Villages, Florida 32162 Attention: John Wise	**Copy to:** Steven M. Roy, Esq. McLin & Burnsed P.A. PO Box 1299 The Villages, Florida 32158-1299
COUNTY: Sumter County Administrator 910 North Main Street Bushnell, Florida 33513	**Copy to:** Thomas S. Hogan, Jr., Esq. The Hogan Law Firm PO Box 485 Bushnell, Florida 34605

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

3. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest. No subsequent agreement shall be valid or binding upon the parties unless in writing and executed by the party immediately bound by it. In any litigation arising out of this Agreement, each party shall be responsible for its attorney's fees and costs.

4. **FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, then such party shall not be liable for damages to the other party as a result of such non-performance. Notwithstanding the above, both parties agree to take no action that would prevent the intended operation of this Agreement.

5. **AMENDMENT.** This Agreement may be amended by mutual written agreement of the parties where such amendment is duly executed with the same formalities as this Agreement.

6. **JURISDICTION AND VENUE.** The parties agree that venue and jurisdiction for any dispute arising out of this entire Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

Garry Breeden, Chairman

ATTEST:

Gloria Hayward, Clerk of the Court

Approved as to Form
and Legal Sufficiency

Sumter County Attorney

THE VILLAGES OF LAKE-SUMTER, INC.

ATTEST:

By: Gary L. Moyer, Vice President

By: Mark G. Morse, President

O:\User\TR\VLS\Hwy 301 Project-Sumter OH2314\South Segment\Impact Fee Agreement (final).wpd/may
Revised: February 5, 2009
Printed: February 5, 2009

Exhibit A

THE VILLAGES OF LAKE SUMTER, INC.
DRI TRANSPORTATION PROPORTIONATE SHARE
AND JOINT PARTICIPATION AGREEMENT

THIS TRANSPORTATION PROPORTIONATE SHARE AND JOINT PARTICIPATION AGREEMENT (Agreement) is made and entered into between THE VILLAGES OF LAKE SUMTER, INC., as a corporation organized under the Laws of Florida (The Villages) and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (FDOT).

WHEREAS, The Villages is the developer of The Villages of Marion, a Florida Quality Development (FQD), located in Marion County, the Tri-County Villages Development of Regional Impact (DRI) located in the Town of Lady Lake and Lake and Sumter Counties and The Villages of Sumter DRI which was formerly entirely located in Sumter County but now includes a portion referred to as The Villages of Wildwood located in the municipality of Wildwood. These shall be referred to as The Villages' DRIs even though one is an FQD. The Villages' DRIs have undergone all required reviews and been approved by the appropriate local jurisdictions and development orders issued except for the one currently pending in the City of Wildwood which was approved on November 10, 2008. The current map of The Villages DRIs, including The Villages of Wildwood, is attached as **EXHIBIT A** hereto (and made a part hereof) and the legal descriptions of The Villages' DRIs are attached as **EXHIBIT B** hereto (and made a part hereof); and

WHEREAS, on June 19, 1999, The Villages and the State of Florida, Department of Community Affairs (FDCA) entered into a Chapter 380.032 Agreement (the Chapter 380 Agreement) which requires certain off-site impacts of The Villages' DRIs to be treated cumulatively. The impact that is most relevant to this Agreement is that of traffic, and under it,

all DRI submittals must treat traffic of The Villages' DRIs cumulatively. Consequently, the most current Villages application for The Villages of Wildwood which culminated in a DRI Development Order, which depicts and is based on the overall traffic impacts of all The Villages' DRIs; and

WHEREAS, on March 11, 2005, The Villages, Sumter County and FDOT entered into a DRI Transportation Proportionate Share and Joint Participation Agreement (the 2005 Transportation Agreement). That Agreement found The Villages' proportionate share amount to support the approved land use program at the time of the 2005 Agreement to be $22 million and set forth obligations of the various parties. The Villages' obligations in the 2005 Transportation Agreement included the following:

a) Construction 0.516 miles of additional two-lanes along US 301 from Mile Post 1.207 to Mile Post 1.723;

b) Construction 1.421 miles of additional two-lanes along US 301 from Mile Post 27.329 to Mile Post 28.750;

c) Contribution for design along US Highway 301 between Mile Post 28.750 and Mile Post 30.255; and

Those obligations have been fully met by The Villages, including payment to FDOT of the balance of the proportionate share amount not specifically credited to Highway 301 design and construction ($6.237M previously paid to FDOT); and

WHEREAS, the 2005 Transportation Agreement called for the widening of Highway 301 to four (4) lanes to accommodate the approved development program as identified in the 2005 Agreement from Mile Post 28.750 and Mile Post 30.255 in Sumter County and between Mile Post 0.000 and Mile Post 1.207 in Marion County to be accomplished in part through a State Infrastructure Bank Loan (SIB Loan) to both Sumter and Marion Counties with the end

result being that The Villages would thereafter be able to treat Highway 301 as a fully committed four-laned facility; and

WHEREAS, since the entry of the 2005 Transportation Agreement and The Villages' construction of its obligations under it, state and local funding have been delayed for the remaining segments of the roadway by a difficult economy; and

WHEREAS, on January 3, 2008, The Villages applied for a Substantial Deviation to The Villages of Sumter in order to include development within Wildwood and increase its DRI entitlements from those previously approved in the currently approved development order and the 2005 Transportation Agreement. As a result of that action and the fact that The Villages is approaching buildout of The Villages' DRIs, The Villages and FDOT commenced discussions about modifying the current transportation conditions contained in the development orders currently approved for Villages DRIs which depend entirely on yearly monitoring and modeling for purposes of transportation mitigation on state and regional roadways (the M & M program). Under the currently approved M & M program, and as stipulated in the Chapter 380 Agreement, The Villages have no responsibilities for mitigation unless the program demonstrates that state or regional roadways will be operating below the adopted level of service within the first year of the M & M program analysis; and

WHEREAS, as a result of those discussions, The Villages and FDOT have determined to eliminate the M & M program and enter into this Agreement to anticipate buildout of all The Villages' DRIs and to provide for The Villages to fully mitigate for the cumulative impact of all of its development on state and regional roadways and state maintained intersections through buildout of the DRIs. The buildout year as identified for the DRIs is defined as December 31, 2014; and

WHEREAS, the ability to enter into this Agreement was enhanced by The Villages' recent decision to not increase entitlements as proposed and move previously approved entitlements from other locations in The Villages of Sumter into Wildwood. This movement will be accomplished by The Villages seeking a downsizing of The Villages of Sumter DRI in the same amount of entitlements which are anticipated to be approved in The Villages of Wildwood portion of the DRI and the proposed land use program of The Villages' DRIs are attached as **EXHIBIT C** hereto (and made a part hereof); and

WHEREAS, The Villages and FDOT have generally agreed on a proportionate share amount and how the proportionate share amount should be pipelined to ameliorate the adverse impacts to the state and regional roadways and state maintained intersections; and

WHEREAS, The Villages and FDOT pursuant to this Agreement will set forth the steps each party will take to achieve this objective; and

WHEREAS, FDOT will accelerate as soon as practicable the design and right-of-way acquisition for those additional segments of Highway 301 The Villages seeks to construct immediately and will take such action within the ability of FDOT as described herein so as to assist in the expedited construction of the additional Highway 301 improvements under this Agreement; and

WHEREAS, pursuant to Rule 9J-2.045(7)(a)3, Florida Administrative Code (F.A.C.), and Sections 163.3177(3)(e) and 163.3180(12), Florida Statutes (F.S.), The Villages and FDOT have agreed to accept the construction work and cash payment by The Villages as described herein as adequately mitigating the transportation impact of The Villages' DRIs on state and regional roadways and state maintained intersections as required by Chapter 380, F.S., and Chapter 9J-2, F.A.C., so that, contingent upon approval of The Villages of Wildwood DRI, when

The Villages has met its obligations under this Agreement, no other state or regional transportation mitigation shall be required of The Villages through the buildout of The Villages' DRIs as set forth herein.

NOW, THEREFORE, based on the foregoing and other considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated by the parties to this Agreement as fully set forth herein.

B. Legal Effect of Agreement. The parties hereby acknowledge and agree that this obligation by The Villages, once completed, shall be in full mitigation on state and regional roadways and state maintained intersections for all The Villages' DRIs. In the event The Villages seeks amendments to any of The Villages DRIs pursuant to Section 380.06(19), F.S., The Villages DRIs shall individually be restricted to a maximum five (5) percent increase of the currently approved entitlements in order for the change not to trigger a substantial deviation consistent with Section 380.06(19), F.S. and to apply to the provisions of this Agreement. In addition, The Villages shall be subject to Section 380.06(19), F.S. regarding time extensions. As defined in this section, The Villages is eligible for a time extension of up to five (5) years, without additional reviews from FDOT. Any time extensions beyond five (5) years will be subject to additional data and analysis. Should The Villages seek amendments which result in a substantial deviation, then the transportation mitigation shall only take into account the additional impact generated by such substantial deviation.

C. State and Regional Roadways and State Maintained Intersections. This Agreement provides mitigation on state and regional roadways as required by Subsections 380.06(12) and (15), F.S. and Rule 9J-2.045, F.A.C., and intersections under the maintenance

responsibility of FDOT. Mitigation on local facilities not under the maintaining jurisdiction of the State, if any, shall be subject to separate agreements between the applicable local governments and The Villages.

D. Effect on 2005 Agreement. With the exception of (1) The Villages becoming responsible for additional Highway 301 improvements as defined in this Agreement, (2) repayment to FDOT of the SIB Loan for the Marion County portion of Project 2B of the 2005 Agreement as depicted in **EXHIBIT D** hereto (and made a part hereof) in the amounts and on the dates set forth in **EXHIBIT E** hereto (and made a part hereof), and (3) the addition of some operational/safety improvements as set forth herein, the 2005 Agreement shall remain in full force and effect.

E. Proportionate Share Calculation. The parties acknowledge that The Villages' obligations under the 2005 Agreement have been fully met. The parties hereby further acknowledge and agree that the amount necessary to construct all the necessary improvements contemplated by this Agreement is estimated in YR 2008 dollars at $35,396,550 and that is The Villages' Proportionate Share amount. The mitigated roadways used to define the proportionate share and the proportionate share calculation to support the proposed development program have been provided in **EXHIBIT F** hereto (and made a part hereof). The parties each further acknowledge and agree that the completion of The Villages' obligations as set forth herein represents full satisfaction of the Proportionate Share Contribution for the buildout of The Villages' DRIs as required under Chapters 380 and 163, F.S., and rules adopted under the authority of those statutes. The parties acknowledge that construction of the improvements contemplated by this Agreement mitigate the traffic impacts of all The Villages' DRIs on state and regional roadways and state maintained intersections. The parties further acknowledge and

agree that the calculation of and agreement on the amount of DRI proportionate share constitute material inducements for the parties to enter into this Agreement.

F. FDOT Obligations. Under this Agreement, FDOT will be responsible for the design, acquisition of right-of-way and permitting of the additional improvements to Highway 301. Such improvements are specifically depicted as Project 411257-3 (Projects 3 and 5 or the Improvements) on **EXHIBIT D** so these sections will become four lanes when constructed. FDOT will use its best efforts and expertise to complete the right-of-way acquisition by 2010. FDOT will provide assurances of right-of-way acquisition, approved construction ready plans and all necessary permits to The Villages as soon as is practicable.

G. The Villages' Obligations. Upon receipt of assurances of right-of-way acquisition, approved construction ready plans and all necessary permits from FDOT, The Villages shall be responsible for construction of the improvements to Highway 301 depicted as Projects 3 and 5 on **EXHIBIT D**. Specifically, the 4-lane construction shall be from County Road 214 to North of Northeast 110 Road (Project Number 411257-3). All construction shall be in accord with the FDOT right-of-way and approved plans and shall commence within one hundred twenty (120) days of receipt of the necessary documents as described herein from FDOT. Developer shall utilize only FDOT pre-qualified contractors to construct the Improvements as specified in this Agreement. Within one hundred twenty (120) days from FDOT's notification to The Villages that the agency has acquired all necessary right-of-way and has approved design plans, the Developer, as a co-obligee on the bond with the contractor selected by the Developer to construct the Improvements, shall provide the FDOT with a performance bond in the amount of the estimated cost of constructing the Improvements pursuant to the approved bid. The performance bond shall be in a form acceptable to the FDOT,

shall be payable to the FDOT and shall be conditioned on the prompt, faithful, and efficient performance of this Agreement within the time specified herein. In addition, the Developer as a co-obligee on the bond with the contractor selected by the Developer to construct the Improvements shall also provide, at the same time, a payment bond in accordance with the requirements of Section 337.18, F.S. In the event that the Developer acts as co-obligee on any bond hereunder where the FDOT is the obligee, any proceeds paid by the surety to the Developer shall be held in escrow with the Department of Financial Services as a substitute security for the FDOT so as to not dilute FDOT's protection under the bond. Such funds shall be held in escrow until proper completion of the Improvements, at which time all remaining escrowed funds and any interest earned thereon shall be paid to the Developer. In the event that FDOT makes a claim under the bond provided pursuant to this paragraph and the remaining penal sum of the bond is not sufficient to pay the claim, the escrowed funds and any interest earned thereon shall be paid to the FDOT to the extent of the shortfall. Any bond under which the Developer is a co-obligee shall also require that the surety provide notice to the FDOT of any claim made by the Developer prior to any such Developer claim being payable thereunder. The performance and payment bonds required herein may be cancelled by the Developer in the event that this Agreement is terminated pursuant to Section 6 below.

FDOT figures show the YR 2008 cost of these improvements is estimated to be $24,089,000. The Villages shall be responsible for retaining a CEI on the FDOT approved list. The parties agree to accept the cost figures as provided by FDOT as accurately expressing such costs. However, the parties further agree that The Villages shall be obligated to complete construction. FDOT will use its best efforts so that it is anticipated that the construction of US 301 improvement will be in either fiscal year 2010 or 2011. In the event the costs of

constructing the Improvement exceeds the estimates set forth above, The Villages shall be solely responsible for the additional costs.

Additionally, The Villages has agreed to provide SIB Loan reimbursement for Project Number 411256-3 (Project 2B) of the Marion County portion of the 2005 Agreement in the amount of up to $9,314,576 in accord with the amounts and schedule reflected in **EXHIBIT E.** Monies paid by The Villages to FDOT as reimbursement for Project 2B are to be spent by FDOT within Marion County. In the event of an early payout of the SIB Loan where the cost is less than identified in the SIB Loan, the Department will commit to allocate the cost reduction to infrastructure along Highway 301.

H. Balance of Proportionate Share. The balance of The Villages' proportionate share not allocated as set forth in paragraph G above is $1,992,974. FDOT has identified four (4) intersections which it projects to have operational and safety needs within the 2014 horizon. The operational and safety improvements are:

1)	US 27/441 @ CR 466**	Add NB Left Turn Lane Add SB Right Turn Lane
2)	US 301 Safety Improvement	Described below
3)	CR 466 @ US 301	Add WB Left Turn Lane
4)	US 301 @ SR 44	Add SB Left Turn Lane
5)	Morse Boulevard @ CR 466	Add SB Right Turn Lane Add NB Right Turn Lane

***Not to exceed $600,000*

FDOT has also identified one safety improvement which needs to be further evaluated by the Department. Based on the availability of remaining funds after the improvement to US 27/441 and CR 466, the Department has identified the safety improvement to be the next priority. The safety improvement is on a section of Highway 301 immediately north of the

interchange with Florida's Turnpike, so that the configuration provides for a lane addition from the Turnpike's northbound off ramp, or its safe and equivalent improvement; applying appropriate design and transitions of the additional lane. Within the area of the safety improvement, the FDOT access management guidelines should be evaluated and implemented as necessary.

The Villages shall pay $1,992,974 to FDOT for the impacts created to the intersection improvements identified above within six (6) months of the execution of this Agreement. The Department of Transportation will commit to solely expend said funds on the list of improvements identified within Section H of this Agreement. In addition, where available so as not to create substantial business damages and to facilitate the aforementioned improvements to the extent owned by The Villages, The Villages will dedicate necessary right-of-way.

All of The Villages obligations are subject to FDOT acquisition of the necessary right-of-way for the improvements listed above.

FDOT agrees that payment of such money to FDOT shall fully mitigate for the balance of The Villages' DRI proportionate share obligation.

I. The Turnpike Interchange. The Villages had previously committed to a partial Turnpike Interchange at County Road 468 as described in **EXHIBIT G** hereto (and made a part hereof), the January 12, 2005 Agreement for Impact Fee Credit for Development of Interchange at CR 468 and the Florida Turnpike (the Interchange Agreement). The Villages agrees to commence the construction of the interchange no later than December 1, 2014. Construction shall be subject to specifics in the Interchange Agreement and the Joint Participation Agreement entered into between The Villages and Florida's Turnpike Enterprise. As the transportation assumptions for this Agreement are based on the partial interchange being in place, the

Interchange Agreement and the Joint Participation Agreement between The Villages and Florida's Turnpike Enterprise is required to be executed within six (6) months of the execution of this Proportionate Share Agreement.

J. Access Improvements. The Villages shall be responsible for all costs with respect to safe and efficient access to The Villages DRIs, including all access and on-site improvements needed to support the development.

K. The Balance of Highway 301 Improvements. FDOT agrees to proceed as soon as practicable to design, acquire right-of-way, and construct the balance of Highway 301 improvements as reflected in the 2005 Agreement and not included in this Agreement.

L. Governing Law/Binding Effect. This Agreement shall be interpreted and governed by Florida Law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida Law.

M. Remedies. The parties hereto shall have all rights and remedies provided hereunder and under Florida Law with respect to the enforcement of this Agreement and hereby acknowledge and agree that each party hereto shall have the right to bring an action or actions for specific performance and such other equitable injunctive relief as appropriate and necessary to enforce this Agreement.

N. Notice of Default. The parties acknowledge and agree that no party shall be considered in default to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

O. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand-delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph):

If To The Villages:	Mark Morse The Villages of Lake-Sumter, Inc. 1020 Lake Sumter Landing The Villages, Florida 32162
With Copies To:	Steven M. Roy McLin & Burnsed, P.A. 1028 Lake Sumter Landing The Villages, Florida 32162
	Nancy G. Linnan Carlton Fields, P.A. 215 S. Monroe Street, Suite 500 Tallahassee, Florida 32301
If To FDOT:	Noranne B. Downs, Secretary Florida Department of Transportation, District 5 719 S. Woodland Blvd., MS 503 DeLand, Florida 32720
With Copies To:	George Lovett, Director of Transportation Development Florida Department of Transportation, District 5 719 S. Woodland Blvd., MS 503 DeLand, Florida 32720
	Dan McDermott, Senior Attorney Florida Department of Transportation, District 5 719 S. Woodland Blvd., MS 503 DeLand, Florida 32720

P. Amendments. No amendment, modification or other changes to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

Q. Successors and Assigns. The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns that the parties hereto, including any successor in title to The Villages to all or part of The Villages DRIs.

R. Effective Date. This Agreement shall become effective upon the happening of the last of the DRI and FQD Development Orders for The Villages' DRIs being amended so as to eliminate the current M & M program and substitute in its place the mitigation program set forth in this Agreement, and Sumter County's entering into an Impact Fee Credit Agreement for improvements in Sumter County as reflected in Paragraphs G and H herein which Sumter County agreements shall be entered into no later than March 1, 2009.

S. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed in a manner and form sufficient to bind and as of the date set forth herein.

Signed, sealed and delivered
in the presence of:

Name: Doris A. Pardo

Name: Gary Mark

THE VILLAGES OF LAKE-SUMTER, INC.,
as a corporation organized under the laws of Florida

MARK G. MORSE
President

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 27 day of January, 2009, by MARK G. MORSE as President of THE VILLAGES OF LAKE-SUMTER, INC., who is personally known to me.

(seal)

DORIS A. PARDO
MY COMMISSION EXPIRES
July 29, 2009
#DD 412599
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

Doris A. Pardo
Printed Name

Signed, sealed and delivered
in the presence of:

Name: T. Lanbach

Name: Jennifer Wynn

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

GEORGE S. LOVETT
Director of Transportation Development
District 5

Approved as to form and legality:

Senior Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of January, 2009, by GEORGE S. LOVETT, as Director of Transportation Development, District 5, who is personally known to me or who has produced _____ as identification.

(seal)

Notary Public State of Florida
Jennifer C Wynn
My Commission DD834743
Expires 01/05/2013

NOTARY PUBLIC

Printed Name

List of Exhibits

EXHIBIT A	Current Map of The Villages' DRIs, including The Villages of Wildwood
EXHIBIT B	Legal Descriptions for The Villages' DRIs
EXHIBIT C	The Villages' DRI Land Use Program
EXHIBIT D	Map depicting projects referenced in 2005 Agreement.
EXHIBIT E	SIB repayment amounts and dates
EXHIBIT F	Proportionate Share Calculation Summary
EXHIBIT G	Interchange Agreement

Final 1/27/09

EXHIBIT A

Current Map of The Villages' DRIs, including The Villages of Wildwood

EXHIBIT "A"

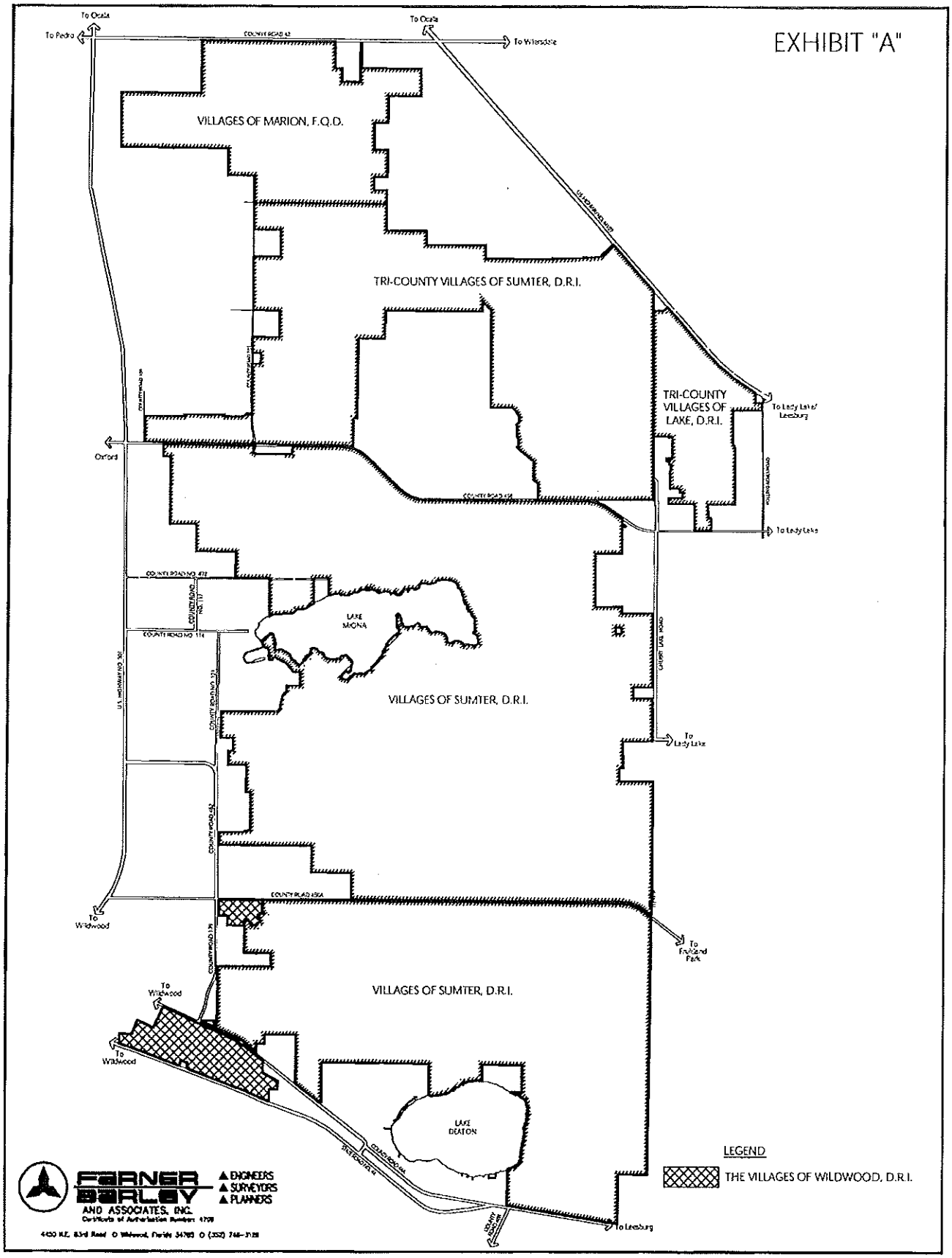

To Ocala
To Pedro
COUNTY ROAD 42
To Ocala
To Wildwood
VILLAGES OF MARION, F.Q.D.
TRI-COUNTY VILLAGES OF SUMTER, D.R.I.
TRI-COUNTY VILLAGES OF LAKE, D.R.I.
To Lady Lake/ Leesburg
Oxford
COUNTY ROAD 466
To Lady Lake
COUNTY ROAD NO. 472
COUNTY ROAD NO. 117
COUNTY ROAD NO. 114
LAKE MONA
VILLAGES OF SUMTER, D.R.I.
To Lady Lake
COUNTY ROAD 466A
To Wildwood
To Fruitland Park
To Wildwood
To Wildwood
VILLAGES OF SUMTER, D.R.I.
LAKE DEATON
To Leesburg
LEGEND
THE VILLAGES OF WILDWOOD, D.R.I.
FARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT B

Legal Descriptions for The Villages' DRIs

EXHIBIT B

VILLAGES DRI'S LEGAL DESCRIPTIONS

TRI-COUNTY VILLAGES
DEVELOPMENT OF REGIONAL IMPACT
LOCATED IN THE TOWN OF LADY LAKE AND
LAKE AND SUMTER COUNTIES

A TRACT OF LAND IN SECTIONS 6, 7 AND 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27 WITH THE WEST LINE OF THE SW1/4 OF SECTION 6; THENCE ALONG SAID WEST LINE RUN S00°09'15"E TO A POINT THAT IS N00°09'15"W, 306.67 FEET OF THE SOUTHWEST CORNER OF SECTION 6; SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°44'22"E, 525.81 FEET; THENCE N48°21'06"E, 234.80 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF OPAL DRIVE IN ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37K, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG SAID NORTHERLY PROJECTION AND ALONG SAID RIGHT-OF-WAY LINE OF OPAL DRIVE TO THE NORTHWEST CORNER OF LOT 60, BLOCK 53, ORANGE BLOSSOM HILLS, SOUTH, UNIT 6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37H, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 60; THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 39 OF AFORESAID BLOCK 53; ALSO BEING THE INTERSECTION OF WITH THE NORTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE; THENCE SOUTHWESTERLY ACROSS SAID DAKOTA AVENUE TO THE NORTHEAST CORNER OF BLOCK 45, ORANGE BLOSSOM HILLS, SOUTH, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37G, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 18; THENCE AGAIN CONTINUE SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF GOVERNMENT LOT 7 IN SECTION 18; THENCE WEST TO THE SOUTHWEST CORNER OF AFORESAID N1/2 OF GOVERNMENT LOT 7; THENCE ALONG THE WEST LINE OF GOVERNMENT LOT 7, RUN S00°24'25"E, 663.70 FEET TO THE NORTH LINE OF THE S1/4 OF GOVERNMENT LOT 7; THENCE S66°37'14"E, 161.77 FEET; THENCE S00°23'19"E, 559.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 80.00 FEET WIDE); THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE EAST LINE OF GOVERNMENT LOT 6 IN SECTION 18; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S89°41'00"W, 726.2 FEET, MORE OR LESS, TO THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL

EXHIBIT B

RECORDS BOOK 707, PAGE 359, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG AFORESAID EAST LINE RUN N00°23'52"W, 1288.10 FEET, MORE OR LESS, TO THE SOUTH LINE OF ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37D, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG AFORESAID SOUTH LINE OF UNIT NO. 2 RUN WEST TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37C, PUBLIC RECORDS LAKE COUNTY, FLORIDA; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 6; SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA AVENUE; THENCE CONTINUE NORTH ACROSS SAID ALABAMA AVENUE TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 13 OF AFOREMENTIONED UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF SAID LOT 6, THENCE EAST TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 13 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 41; SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ARIZONA AVENUE; THENCE CONTINUE NORTH ACROSS SAID ARIZONA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 12 OF SAID UNIT NO. 1; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 12 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 36, BLOCK 12 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 36; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS AVENUE; THENCE WEST TO THE NORTHWEST CORNER OF LOT 35, SAID BLOCK 12; THENCE NORTH ACROSS SAID ARKANSAS AVENUE TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 11 OF AFOREMENTIONED UNIT NO. 1; SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID ARKANSAS AVENUE; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 24, BLOCK 11; SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF DIANA DRIVE; THENCE CONTINUE WEST ACROSS DIANA DRIVE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 67 OF SAID BLOCK 4; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF CALIFORNIA AVENUE; THEN CONTINUE NORTH ACROSS SAID CALIFORNIA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 5 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 67 SAID BLOCK 5; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF CAROLINA AVENUE; THENCE CONTINUE NORTH ACROSS SAID CAROLINA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 6 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 67 OF SAID BLOCK 6; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO AVENUE; THENCE NORTHEASTERLY ACROSS SAID COLORADO AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 7 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 68 OF SAID BLOCK 7; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF DELAWARE AVENUE; THENCE CONTINUE NORTH

EXHIBIT B

ACROSS SAID DELAWARE AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 26 IN ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37E, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID DELAWARE AVENUE; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 26 OF SAID UNIT NO. 3; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 64 OF SAID BLOCK 26; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 60 OF SAID BLOCK 26; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 60; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE; THENCE CONTINUE NORTH ACROSS DAKOTA AVENUE TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 27 OF SAID UNIT NO. 3; SAID POINT ALSO LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DAKOTA AVENUE; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 27; SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF DIANA DRIVE; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY OF DIANA DRIVE TO THE SOUTHEAST CORNER OF LOT 70, BLOCK 30 OF SAID UNIT NO. 3; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 64 OF SAID BLOCK 30; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 64; SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAXON DRIVE; SAID POINT ALSO BEING ON THE WEST LINE OF THE NW1/4 OF SECTION 18; THENCE ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SECTION 7 AND 6 RUN NORTH TO THE POINT OF BEGINNING.

AND

THAT PORTION OF TRACT "A" OF OAK MEADOWS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF TRACT "6", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND

TRACT "6", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND

THAT PORTION OF THE NORTH 3/4 OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY

EXHIBIT B

441/27, LESS RIGHT OF WAY FOR ROLLING ACRES ROAD AND LESS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH X 4 INCH CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 14, OAK MEADOWS AS RECORDED IN PLAT BOOK 28, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1677, PAGE 549, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N 00°13'28"E. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 356.19 FEET; THENCE N 14°05'30" W. ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 23.18 FEET TO A 5/8 INCH IRON ROD, LB 4475, FOR A POINT OF BEGINNING; THENCE N 89°46'46" W., A DISTANCE OF 297.17 FEET TO A 5/8 INCH IRON ROD, LB 4475; THENCE N 00°13'14" E. A DISTANCE OF 485.24 FEET TO A 3 INCH ROUND CONCRETE MONUMENT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 & 441 AS DESCRIBED IN OFFICIAL RECORDS BOOK 68, PAGE 619, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S 58°17'18" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 314.30 FEET TO A 5/8 INCH IRON ROD, LB 4475, BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 29°04'03"E. AND A CHORD DISTANCE OF 24.41 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°26'30" AND A DISTANCE OF 25.50 FEET TO A 5/8 INCH IRON ROD, LB 4475 MARKING THE POINT OF TANGENCY, SAID POINT LYING ON SAID WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: S 00°13'28" W. A DISTANCE OF 232.21 FEET TO A 5/8 INCH IRON ROD, LB 4475; THENCE S 14°05'30" E. A DISTANCE OF 69.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOTS 7 THROUGH 9, BLOCK 82, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 8 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37J, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND LESS LOTS 1 THROUGH 9, BLOCK 11, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37G, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

EXHIBIT B

A TRACT OF LAND IN SECTIONS 1, 2, 3, 4, 9, 8, 10, 11, 12, 13, 14, 15, 16, AND 17 TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE S1/2 OF THE SE1/4 OF SECTION 9; FROM SAID POINT OF BEGINNING RUN NORTH TO THE NORTHWEST CORNER OF AFORESAID S1/2 OF SE1/4; THENCE EAST TO THE SOUTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF SECTION 9; THENCE NORTH TO THE NORTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 9; THENCE WEST TO THE SOUTHWEST CORNER OF THE N1/2 OF THE NE1/4; THENCE NORTH TO THE SOUTHEAST CORNER OF THE E1/2 OF THE SW1/4 OF SECTION 4; THENCE WEST TO THE SOUTHWEST CORNER OF SAID E1/2 OF SW1/4; THENCE NORTH TO THE NORTHWEST CORNER OF SAID E1/2 OF SW1/4; THENCE EAST TO THE NORTHEAST CORNER OF SAID E1/2 OF SW1/4; THENCE NORTH TO THE SOUTHEAST CORNER OF SAID NE1/4 OF THE NW1/4 OF SECTION 4; THENCE WEST TO THE SOUTHWEST CORNER OF SAID NE1/4 OF NW1/4; THENCE NORTH TO THE NORTHWEST CORNER OF SAID NE1/4 OF NW1/4; THENCE EAST ALONG THE NORTH LINE OF SECTION 4 TO THE NORTHWEST CORNER OF SECTION 3; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SECTION 3 TO THE NORTHEAST CORNER OF THE NW1/4 OF SECTION 3; THENCE SOUTH TO THE NORTHWEST CORNER OF THE S1/2 OF THE NE1/4 OF SECTION 3; THENCE EAST TO THE NORTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF THE NE1/4 OF SECTION 3; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID NE1/4 OF SE1/4 OF NE1/4 THENCE EAST TO THE NORTHWEST CORNER OF THE S1/2 OF THE S1/2 OF THE NW1/4 OF SECTION 2; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SAID S1/2 OF S1/2 OF NW1/4 TO A POINT THAT IS 330 FEET WEST OF THE EAST LINE OF THE NW1/4 OF SECTION 2; THENCE PARALLEL WITH SAID EAST LINE RUN SOUTH TO THE EAST-WEST MID-SECTION LINE OF SECTION 2; THENCE ALONG SAID MID-SECTION LINE RUN EAST TO THE NORTHWEST CORNER OF THE N1/2 OF THE SW1/4 OF SECTION 1; THENCE CONTINUE EAST TO THE NORTHEAST CORNER OF SAID N1/2 OF SW1/4 ; THENCE NORTHEASTERLY TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27 (BEING 200 FEET WIDE) WITH THE EAST BOUNDARY OF THE W1/2 OF THE NE1/4 OF SAID SECTION 1; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTHEASTERLY TO THE EAST LINE OF SECTION 1; THENCE ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 12 AND 13 RUN SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF SE1/4 OF SECTION 13; THENCE WEST TO THE SOUTHEAST CORNER OF THE N1/2 OF THE SW1/4 OF SECTION 13; THENCE ALONG THE SOUTH LINE OF SAID N1/2 OF SW1/4 RUN WEST TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 100.00 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY LINE CONTINUE WEST TO THE EAST LINE OF THE SE1/4 OF SECTION 14; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 RUN N89°45'11"W, 256.48 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 475,

EXHIBIT B

PAGE 510, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF AFOREMENTIONED PROPERTY WITH THE FOLLOWING (5) COURSES: N00°29'26"E, 690.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY 170.86 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 55°56'21" AND A CHORD BEARING AND DISTANCE OF N27°28'45"W, 164.15 FEET TO THE POINT OF TANGENCY; THENCE N55°26'55"W, 176.96 FEET; THENCE N00°29'26"E, 925.00 FEET; THENCE N49°49'19"W, 1092.25 FEET TO A POINT ON THE WEST LINE OF THE SE1/4 OF THE NE1/4 OF SECTION 14; SAID POINT BEING S00°21'41"E, 24.96 FEET OF THE NORTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 14; THENCE N00°21'41"W ALONG AFORESAID WEST LINE 24.96 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NE1/4 OF SECTION 14; THENCE ALONG THE WEST LINE OF SAID NE1/4 OF NE1/4 RUN N00°23'21"E, 1093.86 FEET; THENCE N45°13'10"E, 163.12 FEET; THENCE N00°23'21"E, 252.92 FEET; THENCE N21°04'15"W, 190.48 FEET; THENCE N41°28'52"W, 274.41 FEET THENCE N52°14'07"W, 157.86 FEET; THENCE N89°37'47"W, 1059.81 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SECTION 11; THENCE ALONG SAID MID-SECTION LINE RUN NORTH TO THE SOUTHEAST CORNER OF THE W1/2 OF SECTION 2; SAID POINT BEING N89°41'35"E, 2646.82 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 2; THENCE ALONG THE EAST LINE OF THE W1/2 OF SECTION 2 RUN N00°04'27"W, 109.72 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENTS ; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE RUN N44°26'00"W, 622.28 FEET; THENCE S00°04'35"E, 506.40 FEET TO A POINT THAT IS 50.00 FEET NORTH OF THE SOUTH LINE OF THE SW1/4 OF SECTION 2; THENCE PARALLEL WITH SAID SOUTH LINE RUN S89°41'35"W TO THE WEST LINE OF THE SW1/4 OF SECTION 2; SAID POINT ALSO BEING ON THE EAST LINE OF THE SE1/4 OF SECTION 3; THENCE PARALLEL WITH AND 50.00 FEET NORTH OF SOUTH LINE OF THE SE1/4 OF SECTION 3 RUN WEST TO THE WEST LINE OF SAID SE1/4; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE CONTINUE SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF THE NW1/4 OF SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID N1/2 OF NW1/4 RUN WEST TO THE NORTHEAST CORNER OF THE SW1/4 OF THE NW1/4 OF SECTION 10; THENCE SOUTH TO THE NORTHEAST CORNER OF THE W1/2 OF THE SW1/4 OF SECTION 10; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID W1/2 OF SW1/4; SAID POINT ALSO BEING ON THE NORTH LINE OF THE NW1/4 OF SECTION 15; THENCE ALONG SAID NORTH LINE RUN WEST 185.91 FEET, MORE OR LESS, TO A 4-INCH CONCRETE MONUMENT; SAID MONUMENT BEING N89°59'15E, 1142.39 FEET OF THE NORTHWEST CORNER OF SECTION 15; FROM SAID CONCRETE MONUMENT RUN SOUTH 1334.50 FEET TO THE SOUTH LINE OF THE N1/2 OF THE NW1/4 OF SECTION 15; THENCE S89°53'52"W ALONG SAID SOUTH LINE 363.01 FEET TO A POINT ON THE ARC OF A CURVE IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 100-FEET WIDE); SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS

EXHIBIT B

OF 1959.86 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 208.17 FEET; SAID ARC HAVING A CENTRAL ANGLE OF 06°05'09", A TANGENT DISTANCE OF 104.18 FEET, A CHORD BEARING OF N86°26'53"W AND A CHORD DISTANCE OF 208.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N89°29'27"W ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST LINE OF THE NE1/4 OF SECTION 16; THENCE CONTINUE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE WEST LINE OF THE NE1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND

THE NE1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THE E1/2 OF THE SW1/4, THE NW1/4 OF THE SE1/4, AND THE SW1/4 OF THE NE1/4 AND SE1/4 OF NW1/4, LESS BEGIN AT SW CORNER OF SE 1/4 OF NW1/4, NORTH 525 FEET, EAST 415 FEET, SOUTH 525 FEET, WEST 415 FEET TO POINT OF BEGINNING OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS RIGHT-OF-WAY FOR COUNTY ROAD 466 AND COUNTY ROAD 101.

AND

THAT PORTION OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LESS ONE ACRE IN THE NORTHWEST CORNER THEREOF AND LESS RIGHT-OF-WAY FOR C.R. 101 AND LESS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE N89°24'25"W, ALONG THE SOUTH LINE THEREOF, 1,325.87 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE N00°22'59"E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 30.00 FEET; THENCE S89°24'25"E, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 871.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°27'39", AN ARC DISTANCE OF 164.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'55", AN ARC DISTANCE OF 221.65 FEET; THENCE S89°39'10"E, 125.00 FEET TO THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE

EXHIBIT B

SOUTHWEST 1/4 ; THENCE S00°20'50"W, 203.75 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16. TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°33'29"W, ALONG THE EAST LINE THEREOF A DISTANCE OF 594.277 FEET TO THE SOUTH LINE OF THE NORTH 594.277 FEET OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S89°24'25"E, ALONG THE EASTERLY EXTENSION OF THE SAID SOUTH LINE A DISTANCE OF 16.11 FEET TO THE WEST RIGHT-OF-WAY OF COUNTY ROAD 101 AS SHOWN ON THE PLAT OF VILLAGES OF SUMTER UNIT NO. 67 AS RECORDED IN PLAT BOOK 5, PAGES 49 THROUGH 49C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES, N13°40'21"W, 37.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST AND HAVING A RADIUS OF 1,040.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°38'33", AN ARC DISTANCE OF 29.81 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S00°33'29"W, ALONG SAID EAST LINE A DISTANCE OF 65.24 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, LYING NORTH OF THE RIGHT-OF-WAY FOR COUNTY ROAD 466; LESS RIGHT-OF-WAY FOR COUNTY ROAD 101.

AND

THE SOUTH 106.60 FEET OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8.

AND

THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING NORTH OF THE RIGHT-OF-WAY FOR COUNTY ROAD 466; LESS RIGHT-OF-WAY FOR COUNTY ROAD 103.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17, LYING NORTH OF COUNTY ROAD 466; LESS ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE INTERSECTION OF THE

EXHIBIT B

NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17 AND THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466; THENCE ALONG SAID RIGHT-OF-WAY N89°23'30"W, 153.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES, N89°23'30"W, 0.34 FEET; N89°22'50"W, 1170.69 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N00°24'31"E ALONG SAID WEST LINE A DISTANCE OF 17.87 FEET; THENCE DEPARTING SAID WEST LINE S89°22'50"E, 366.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH AND HAVING A RADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'13", AN ARC DISTANCE OF 403.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 8,950.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'53", AN ARC DISTANCE OF 400.63 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING;

AND

LESS RIGHT-OF-WAY FOR COUNTY ROAD 103;

AND

LESS RIGHT-OF WAY FOR COUNTY ROAD 105;

AND

LESS AND EXCEPT HICKORY HILL HAMMOCK , A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

EXHIBIT B

VILLAGES DRI'S LEGAL DESCRIPTIONS

VILLAGES OF MARION
FLORIDA QUALITY DEVELOPMENT

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THE EAST 3/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THE EAST 70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 70 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4. ALL IN SECTION 27, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 42.

AND

THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD 42;
AND LESS: LOTS 21, 22, 23, 24 BLOCK 2 OF DALLAS HEIGHTS SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 21, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 42;

AND

THE NORTH 1/2 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA;

AND

THE EAST 1/2; THE EAST 1/2 OF THE SOUTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THE NORTHWEST 1/4, LESS THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4. ALL IN SECTION 33, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA;

AND

EXHIBIT B

THE WEST 1/2 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, LESS THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; LESS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND LESS THE FOLLOWING-DESCRIBED PARCEL:

COMMENCE AT THE S.W. CORNER OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE N00°09'59"W, ALONG THE WEST BOUNDARY OF SAID SECTION, 2650.65 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF SAID SECTION; THENCE N00°08'47"W, ALONG THE WEST BOUNDARY OF SAID SECTION 601.07 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA POWER CORPORATION'S CENTRAL FLORIDA - SILVER SPRINGS TRANSMISSION LINE (170 FOOT WIDE RIGHT-OF-WAY); THENCE N44°03'01"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 223.93 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF FLORIDA POWER CORPORATION'S WEIRSDALE - DALLAS TAP LINE (100 FOOT WIDE RIGHT-OF-WAY); THENCE S89°42'38"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1584.05 FEET TO THE POINT OF BEGINNING; THENCE S00°17'22"W, PERPENDICULAR TO SAID SOUTH RIGHT-OF-WAY LINE, 700.00 FEET; THENCE N89°42'38"W, PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE, 900.00 FEET; THENCE N00°17'22"E, PERPENDICULAR TO SAID SOUTH RIGHT-OF-WAY LINE, 700.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE S89°42'38"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 900.00 FEET TO THE POINT OF BEGINNING. (CONTAINING 14.46 ACRES, MORE OR LESS).

EXHIBIT B

VILLAGES DRI'S LEGAL DESCRIPTIONS

THE VILLAGES OF SUMTER
DEVELOPMENT OF REGIONAL IMPACT

SECTION 13, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE WEST 272.25 FEET OF THE NORTH 850.00 FEET THEREOF AND LESS THE RIGHT-OF-WAY FOR C.R. 466; AND

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 13 LYING SOUTH OF C.R. 466; AND

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE PROCEED N88°57'36" EAST ALONG THE SOUTH LINE OF SECTION 13, A DISTANCE OF 170.90 FEET, THEN NORTH 54°00'17" WEST, PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 466, A DISTANCE OF 211.18 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, THENCE SOUTH 00°00'25" WEST ALONG SAID EAST LINE A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING; AND

SECTION 14, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE SOUTH 1/4 OF SAID SECTION 14 LYING SOUTH OF C.R. 466; AND

SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 LYING SOUTH OF COUNTY ROAD 466; THE SOUTHWEST 1/4, LESS RIGHT-OF-WAY FOR COUNTY ROAD 466; THAT PART OF THE SOUTHEAST 1/4 LYING SOUTH OF COUNTY ROAD 466; AND

SECTION 16, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

EXHIBIT B

ALL OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE RIGHT-OF-WAY FOR C.R. 466; LESS THE FOLLOWING DESCRIBED PROPERTY:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, WITH THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 466 SAID RIGHT-OF-WAY BEING 50 FEET FROM THE CENTERLINE THEREOF) AND RUN S00°34'19"W ALONG WEST LINE 410.00 FEET; THENCE S89°11'15"E PARALLEL WITH SAID RIGHT-OF-WAY A DISTANCE OF 1319.43 FEET TO THE EAST LINE OF THE SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE N00°31'04"E ALONG SAID EAST LINE 410.00 FEET TO THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 466; THENCE N89°11'15"W ALONG SAID RIGHT-OF-WAY 1319.04 FEET TO THE POINT OF BEGINNING; AND

SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE SOUTH 3/4 OF THE EAST 1/2 OF SAID SECTION 17; LESS RIGHT-OF-WAY FOR COUNTY ROAD 466; AND

THE EAST 348.23 FEET OF BLOCKS H AND I, IN THE TOWN OF OXFORD AND THE EAST 348.23 FEET OF THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; AND

LESS ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "T"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK"F", N00°24'09"E ALONG SAID EAST LINE, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF BEGINNING; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD 466; AND

SECTION 20, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; AND

EXHIBIT B

SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE NORTH 1/2 OF SAID SECTION 21, LESS RIGHT-OF-WAY FOR C.R. 472; ALSO LESS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 ; AND

GOVERNMENT LOT 1, LESS THE EAST 750.00 FEET, ALL OF GOVERNMENT LOT 2, AND THE EAST 330.00 FEET OF GOVERNMENT LOT 3, LESS RIGHT OF WAY FOR COUNTY ROAD 472, ALL IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; AND

SECTION 22, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF FRACTIONAL SECTION; AND

SECTION 23, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF FRACTIONAL SECTION; AND

SECTION 24, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS THE SOUTH 296.00 FEET OF THE EAST 296.00 FEET THEREOF; THE WEST 1/2 OF SAID SECTION 24; AND

SECTION 25, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 23 EAST, LESS THE NORTH 540 FEET OF THE EAST 965 FEET OF THE SOUTHEAST 1/4 THEREOF AND LESS THE EAST 25 FEET THEREOF FOR COUNTY ROAD; AND

SECTION 26, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF FRACTIONAL SECTION 26; AND

SECTION 27, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF FRACTIONAL SECTION 27; AND

EXHIBIT B

SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

GOVERNMENT LOT 1 AND THE SOUTH 1/4 OF FRACTIONAL SECTION 28, LESS RIGHT-OF-WAY FOR COUNTY ROAD 121 ALONG THE WEST SIDE THEREOF; AND

THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 28 LYING EASTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 88, THE FAIRWAYS AT ROLLING HILLS, FIRST ADDITION, AS RECORDED IN PLAT BOOK 4, PAGES 126 AND 126-A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF AFORESAID NORTH 1/2 OF SOUTH 1/2, RUN N89°57'01"E, 70.00 FEET TO THE POINT OF BEGINNING; THENCE N46°03'58"E, 185.55 FEET; THENCE N07°00'05"E, 90.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 87 OF AFORESAID PLAT OF THE FAIRWAYS AT ROLLING HILLS, FIRST ADDITION; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: N07°00'05"E, 122.81 FEET; THENCE N09°52'33"E, 212.94 FEET; THENCE N12°06'54"E, 94.30 FEET; THENCE N19°58'25"E, 95.90 FEET; THENCE N22°49'24"E, 100.04 FEET; THENCE N36°40'10"E, 92.46 FEET TO THE MOST EASTERLY CORNER OF LOT 81 OF THE FAIRWAYS AT ROLLING HILLS, FIRST ADDITION; THENCE DEPARTING SAID PLATTED BOUNDARY, RUN N47°44'56"E, 170.00 FEET; THENCE N00°04'19"W, 310.00 FEET TO THE NORTH LINE OF AFORESAID NORTH 1/2 OF SECTION 28 TO END OF DESCRIPTION LINE, LESS THAT PORTION LYING WITHIN THE NORTH TEN (10) FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 28; AND

THOSE PORTIONS OF GOVERNMENT LOTS 2 AND 3 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 (ALSO REFERRED TO AS THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 28); THENCE N00°00'52"W ALONG THE EAST LINE THEREOF 661.98 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 397, PAGE 152, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED AS PARCEL 2 IN SAID OFFICIAL RECORDS BOOK 397, PAGE 152, THE FOLLOWING (5) FIVE COURSES: (1) THENCE S89°55'20"W FOR 375.24 FEET; (2) THENCE N38°08'20"W FOR 522.75 FEET; (3) THENCE N64°39'00"W FOR 653.77 FEET; (4) THENCE S89°55'40"W FOR 137.86 FEET; (5) THENCE S00°04'20"E FOR

EXHIBIT B

100.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 122 AS DESCRIBED IN OFFICIAL RECORDS BOOK 84, PAGE 690, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S89°55'40"W ALONG SAID NORTH RIGHT-OF-WAY LINE 160.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF EAGLE LANE AS RECORDED IN OFFICIAL RECORDS BOOK 132, PAGE 549, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY AND NORTHEASTERLY RIGHT-OF-WAY LINE THE NEXT (2) TWO COURSES, (1) N14°15'00"W FOR 207.74 FEET (2) N52°34'00"W FOR 16.40 FEET TO THE SOUTHWEST CORNER OF LOT 82, ROLLING HILL MANOR (AN UNRECORDED SUBDIVISION) AS DESCRIBED IN OFFICIAL RECORDS BOOK 275, PAGE 472, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N79°10'00"E ALONG THE SOUTH BOUNDARY OF SAID LOT 82 FOR 61.27 FEET; THENCE N05°32'35"W ALONG THE EAST BOUNDARY OF SAID LOT 82 FOR 146.48 FEET; THENCE S79°10'00"W ALONG THE NORTH BOUNDARY OF SAID LOT 82 FOR 19.88 FEET; THENCE DEPARTING SAID NORTH LINE N06°31'14"W FOR 50.14 FEET TO THE SOUTHEAST CORNER OF LOT 81 OF SAID ROLLING HILLS MANOR AS RECORDED IN OFFICIAL RECORDS BOOK 150, PAGE 371, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N12°30'00"W ALONG THE EAST LINE OF SAID LOT 81 TO A POINT OF INTERSECTION WITH THE SOUTHERLY WATERS OF A CANAL, SAID POINT HEREINAFTER KNOWN AS POINT "A" AND THE POINT OF TERMINUS OF THIS LINE; THENCE FROM THE ABOVE DESCRIBED POINT OF BEGINNING; RUN N00°00'52"W ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 ALSO BEING THE EAST LINE OF THE WEST 1/2, OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR 1425.00 FEET, MORE OR LESS TO THE SOUTHERN WATERS OF LAKE MIONA; THENCE WESTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG THE WATERS OF SAID LAKE MIONA AND A SOUTHWESTERLY EXTENSION THEREOF TO THE INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 6, OF SAID ROLLING HILLS MANOR AS DESCRIBED IN OFFICIAL RECORDS BOOK 144, PAGE 45, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND THE SOUTHWESTERLY WATERS OF A CANAL; THENCE SOUTHEASTERLY ALONG SAID WATERS AND A SOUTHEASTERLY EXTENSION THEREOF TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF WEST LINE OF SAID LOT 81, AND THE SOUTHERLY WATERS OF A CANAL; THENCE EASTERLY ALONG SAID WATERS TO THE ABOVE DESCRIBED POINT A TO CLOSE; AND

SECTION 33, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

COMMENCE AT THE NW CORNER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND PROCEED SOUTH 900 FEET, EAST 210 FEET, SOUTH 210 FEET, EAST 210 FEET FOR THE POINT OF BEGINNING, CONTINUE EAST 480

EXHIBIT B

FEET, NORTH 420 FEET, EAST 420', NORTH 690 FEET, WEST 690 FEET, MORE OR LESS TO BROWN'S LOT, SOUTH 630 FEET, WEST 210 FEET, SOUTH APPROXIMATELY 480 FEET TO THE POINT OF BEGINNING; AND

THE EAST 3/4 OF THE NORTH 1/2; THE SOUTHEAST 1/4; THE EAST 1092.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 33 AND THAT PORTION OF THE SOUTH 775.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 33 LYING SOUTH OF AN EXISTING IMPROVED ROAD, LESS THE EAST 1092.00 FEET THEREOF AND LESS RIGHT-OF-WAY FOR C.R. 462; AND

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33 A DISTANCE OF 630 FEET; THENCE WEST 420 FEET; THENCE SOUTH 420 FEET; THENCE WEST 568.5 FEET MORE OR LESS TO A POINT 336 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE SOUTH ALONG A LINE PARALLEL WITH AND 336 FEET EAST OF SAID WEST LINE 210 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE EAST ALONG SAID SOUTH LINE 988.5 FEET MORE OR LESS TO THE POINT OF BEGINNING; AND

SECTION 34, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 34; AND

SECTION 35, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 35; AND

SECTION 36, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 23 EAST, LESS THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF, ALSO LESS THE FOLLOWING DESCRIBED TRACT OF LAND: BEGIN 16.95 FEET SOUTH OF THE NORTHEAST CORNER OF THE SECTION, RUN THENCE SOUTH 89°35'30" WEST 1464.00 FEET; THENCE SOUTH 00°52'00" WEST 643.25 FEET; THENCE SOUTH 00°54'40" EAST 665.55 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4, THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF THE SECTION, THENCE NORTH ALONG SAID EAST

EXHIBIT B

LINE TO THE POINT OF BEGINNING, AND ALSO LESS THE RIGHT-OF-WAY FOR COUNTY ROAD, IF ANY.

SECTION 1, TOWNSHIP 19 SOUTH, RANGE 23, EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 1, LESS RIGHT-OF-WAY FOR COUNTY ROAD 466A; AND

SECTION 2, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 2, LESS RIGHT-OF-WAY FOR COUNTY ROAD 466A; AND

SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THAT PART OF THE NORTH 1/2 OF THE EAST 3/4 OF SECTION 3, LYING NORTH OF COUNTY ROAD 466-A; AND

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST; AND

THE SOUTH 1/2 OF SAID SECTION 3; LESS RIGHT-OF-WAY FOR C.R. 466A; AND

SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST; AND

THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; LESS RIGHT-OF-WAY FOR C.R. 466A; AND

THE N1/2 OF THE SW 1/4 LESS R/W ON N SIDE FOR CR 466-A AND LESS R/W ON WEST SIDE FOR CR 139 AND LESS S 15 FT OF W 789 FT OF N1/2 OF SW1/4; AND LESS: THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF WEST 490.70 FEET OF NORTH 1/2 OF SAID SW 1/4; AND ALSO LESS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4, RUN S00°22'17"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF WAY OF COUNTY ROAD 466A AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE S89°30'00"E, ALONG SAID RIGHT OF WAY A DISTANCE OF 2208.01 FEET; THENCE

EXHIBIT B

DEPARTING SAID RIGHT OF WAY, S00°29'59"W, 294.99 FEET; THENCE S11°45'51"W, 115.75; THENCE S03°11'42"E, 88.78 FEET; THENCE S20°58'27"E, 62.51 FEET; THENCE S26°51'45"E, 59.88; THENCE S39°43'42"E, 51.33 FEET; THENCE S72°01'33"W, 298.77 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,572.15 FEET AND A CHORD BEARING AND DISTANCE OF S21°25'12"E, 351.44 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°38'21", A DISTANCE OF 351.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 122°10'41", A DISTANCE OF 85.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 171.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°54'59", A DISTANCE OF 295.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4; THENCE N89°32'24"W, ALONG SAID SOUTH LINE A DISTANCE OF 249.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET AND A CHORD BEARING AND DISTANCE OF N26°31'56"W, 303.33 FEET TO WHICH A RADIAL LINE BEARS S53°23'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 126°17'27", AN ARC DISTANCE OF 374.71 FEET TO THE POINT OF TANGENCY; THENCE N89°40'39"W, 166.79 FEET; THENCE S00°19'21"W, 269.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4; THENCE N89°32'24"W, ALONG SAID SOUTH LINE A DISTANCE OF 521.40 FEET TO A POINT ON THE EAST LINE OF THE WEST 789.00 FEET OF SAID SOUTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE N00°22'17"E, ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID EAST LINE N89°32'24"W, ALONG SAID NORTH LINE A DISTANCE OF 298.30 FEET TO A POINT ON THE EAST LINE OF WEST 490.70 FEET OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE N00°22'17"E, ALONG SAID EAST LINE A DISTANCE OF 466.70 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 481.70 FEET OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID EAST LINE N89°32'24"W, ALONG SAID NORTH LINE A DISTANCE OF 490.70 FEET TO A POINT ON SAID WEST LINE THE SOUTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE N00°22'17"E, ALONG SAID WEST LINE A DISTANCE OF 794.16 FEET TO THE POINT OF BEGINNING.

LESS: THE RIGHT OF WAY OF COUNTY ROAD 139.

EXHIBIT B

SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THOSE LANDS DESCRIBED IN THAT WARRANTY DEED IN OFFICIAL RECORDS BOOK 1054, PAGE 164, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 44A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AS PER SAID WARRANTY DEED:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE S.A.L. RAILROAD RIGHT OF WAY, LESS OLD STATE ROAD 44 RIGHT OF WAY.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NW CORNER OF THE E 1/2 OF THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, FOR A POINT OF BEGINNING, THENCE RUN S00°03'45"W ALONG THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 8, A DISTANCE OF 4.79 FEET; THENCE RUN S38°07'06"W A DISTANCE OF 35.12 FEET; THENCE RUN S69°08'06"W A DISTANCE OF 5.77 FEET TO THE NORTH RIGHT OF WAY LINE OF HWY. 44A; THENCE RUN N65°34'35"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.16 FEET TO THE NORTH LINE OF THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 8; THENCE S89°49'31"E, ALONG SAID NORTH LINE, A DISTANCE OF 103.70 FEET TO THE POINT OF BEGINNING.

SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE EAST 1/2 OF SECTION 9, LESS THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTH 3/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4, LYING NORTH OF COUNTY ROAD NO. 44A; LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF COUNTY ROAD NO. 139; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 LYING NORTH OF COUNTY ROAD 44A; AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 440.00 FEET, EAST 396.00 FEET, NORTH 440.00 FEET, WEST 396.00 FEET TO THE POINT OF BEGINNING; AND

EXHIBIT B

ALL OF THE ABOVE LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAYS FOR COUNTY ROAD 139, COUNTY ROAD 44A AND THE C.S.X. TRANSPORTATION RAILROAD; AND

SECTION 10, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 10; AND

SECTION 11, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 11; AND

SECTION 12, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 12; AND

SECTION 13, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

ALL OF SECTION 13; AND

SECTION 14, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE WEST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND

SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD RIGHT-OF-WAY, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY, LESS TERMINAL LANDS; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44-A; AND

SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; AND

EXHIBIT B

SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THAT PART OF THE WEST 3/4 OF SAID SECTION 24 LYING NORTH OF THE RAILROAD RIGHT-OF-WAY.

EXHIBIT B

VILLAGES DRI'S LEGAL DESCRIPTIONS

VILLAGES OF WILDWOOD
DEVELOPMENT OF REGIONAL IMPACT

SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE LAND LYING IN SECTION 4, TOWNHSIP 19, SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 4, RUN S00°22'17"W, ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 4 A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF WAY OF COUNTY ROAD 466A AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE S89°30'00"E, ALONG SAID RIGHT OF WAY A DISTANCE OF 2208.01 FEET; THENCE DEPARTING SAID RIGHT OF WAY, S00°29'59"W, 294.99 FEET; THENCE S11°45'51"W, 115.75; THENCE S03°11'42"E, 88.78 FEET; THENCE S20°58'27"E, 62.51 FEET; THENCE S26°51'45"E, 59.88; THENCE S39°43'42"E, 51.33 FEET; THENCE S72°01'33"W, 298.77 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,572.15 FEET AND A CHORD BEARING AND DISTANCE OF S21°25'12"E, 351.44 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°38'21", A DISTANCE OF 351.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 122°10'41", A DISTANCE OF 85.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 171.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°54'59", A DISTANCE OF 295.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF SAID SOUTHWEST ¼; THENCE N89°32'24"W, ALONG SAID SOUTH LINE A DISTANCE OF 249.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET AND A CHORD BEARING AND DISTANCE OF N26°31'56"W, 303.33 FEET TO WHICH A RADIAL LINE BEARS S53°23'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 126°17'27", AN ARC DISTANCE OF 374.71 FEET TO THE POINT OF TANGENCY; THENCE N89°40'39"W, 166.79 FEET; THENCE S00°19'21"W, 269.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF SAID SOUTHWEST ¼; THENCE N89°32'24"W, ALONG SAID SOUTH LINE A DISTANCE OF 521.40 FEET TO A POINT ON THE EAST LINE OF THE WEST 789.00 FEET OF SAID SOUTHWEST ¼; THENCE DEPARTING SAID SOUTH LINE N00°22'17"E, ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID EAST LINE N89°32'24"W, ALONG SAID NORTH LINE A DISTANCE OF 298.30 FEET TO A POINT

EXHIBIT B

ON THE EAST LINE OF WEST 490.70 FEET OF SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID NORTH LINE N00°22'17"E, ALONG SAID EAST LINE A DISTANCE OF 466.70 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 481.70 FEET OF SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID EAST LINE N89°32'24"W, ALONG SAID NORTH LINE A DISTANCE OF 490.70 FEET TO A POINT ON SAID WEST LINE THE SOUTHWEST ¼; THENCE DEPARTING SAID NORTH LINE N00°22'17"E, ALONG SAID WEST LINE A DISTANCE OF 794.16 FEET TO THE POINT OF BEGINNING; LESS: THE RIGHT OF WAY OF COUNTY ROAD 139; AND

SECTIONS 8, 9, 16 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILWAY AND LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF "KERL & MILLER SUBDIVISION 1ST ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, SUMTER COUNTY RECORDS, FLORIDA; THENCE N65°13'12"W, ALONG THE SOUTH BOUNDARY LINE THEREOF AND ALONG THE NORTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 874.89 FEET; THENCE S22°30'28"W 716.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 8; THENCE N89°28'01"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 611.48 FEET; THENCE DEPARTING SAID SOUTH LINE, S00°25'18"E, 471.13 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44; THENCE THE FOLLOWING 22 COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE: S70°31'17"E, 296.92 FEET; THENCE S71°43'13"E, 300.33 FEET; THENCE S70°31'17"E, 350.12 FEET; THENCE S69°02'54"E, 2190.00 FEET; THENCE N20°57'06"E, 293.00 FEET; THENCE S69°02'54"E, 312.68 FEET; THENCE S00°40'13"W, 307.04 FEET; THENCE S69°02'55"E, 390.88 FEET; THENCE S20°57'06"W, 5.00 FEET; THENCE S69°02'55"E, 1,118.84 FEET; THENCE S69°02'53"E, 943.81 FEET; THENCE N18°38'47"E, 10.01 FEET; THENCE S69°02'55"E, 337.76 FEET; THENCE S20°57'06"W, 5.00 FEET; THENCE S69°02'58"E, 131.89 FEET; THENCE S69°02'49"E, 68.11 FEET; THENCE S68°11'21"E, 200.02 FEET; THENCE S20°57'06"W, 5.00 FEET; THENCE S65°58'19"E, 400.58 FEET; THENCE S64°37'01"E, 200.60 FEET; THENCE S65°48'19"E, 300.48 FEET; THENCE S67°34'23"E, A DISTANCE OF 271.85 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF OAK PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44, RUN N00°37'16"E, ALONG THE WEST LINE OF SAID OAK PARK A DISTANCE OF 606.23 FEET TO A POINT ON THE NORTH LINE OF SAID "OAK PARK"; THENCE S89°43'00"E ALONG SAID NORTH LINE 401.81 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 947, PAGE 7, RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA;

EXHIBIT B

THENCE N00°33'26"E ALONG SAID EAST LINE 394.18 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1419, PAGE 616, RECORDED IN PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N60°44'37"W ALONG SAID SOUTH LINE 834.76 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1419, PAGE 616; THENCE N00°35'51"E, ALONG SAID WEST LINE A DISTANCE OF 536.64 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1419, PAGE 616 AND THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE S89°30'39"E, ALONG SAID NORTH LINES THEREOF A DISTANCE OF 56.08 FEET TO THE INTERSECTION OF SAID NORTH LINES AND THE SOUTH RIGHT-OF-WAY OF THE CSX RAILWAY; (THE FOLLOWING 7 COURSES ARE ALONG SAID SOUTH RIGHT OF WAY OF THE CSX RAILWAY); THENCE DEPARTING SAID NORTH LINES N51°31'53"W, 1,333.10 FEET; THENCE S00°29'25"W, 12.69 FEET; THENCE N51°31'53"W, 30.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1,928.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'39", AN ARC DISTANCE OF 460.32 FEET; THENCE N65°12'32"W, 2,448.41 FEET; THENCE N00°24'18"E, 10.98 FEET; THENCE N65°12'32"W, 1,418.92 FEET TO THE EAST LINE OF KERL AND MILLER SUBDIVISION 1ST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT OF WAY OF THE CSX RAILWAY S24°48'19"W, ALONG SAID EAST LINE A DISTANCE OF 1,133.40 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE CSX RAILWAY RIGHT-OF-WAY ADJACENT TO AND NORTHEASTERLY OF TAX PARCELS G08=096, G08=019, G08=022, G09=009 AND G09=008; SAID RIGHT-OF-WAY BOUNDED ON THE WEST BY THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF "KERL & MILLER SUBDIVISION 1st ADDITION" AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND BOUNDED ON THE EAST BY A LINE BEING AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF AFOREMENTIONED CSX RAILWAY BEGINNING AT ITS INTERSECTION OF THE SOUTH LINE OF SAID SECTION 9, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD NUMBER 44A.

EXHIBIT C

The Villages' DRI Land Use Program

Tri-County Villages Lake and Sumter - Land Use Allocation

LAND USE	TOTALS ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	2,753.6	13,779	
ALF/ILF (BEDS)	15.5		249
COMMERCIAL			
TOWN CENTER	151.4	1,129,000	
VILLAGE	252.4	1,562,300	
WELLNESS CENTER (V.C.)	2.1	32,000	
NEIGHBORHOOD			
SNF (BEDS) (V.C.)	3.7		76
TOTAL COMMERCIAL	409.6	2,723,300	
OFFICE (GENERAL)	6.0	59,000	
MEDICAL CENTER			
HOSPITAL	6.6		
BEDS			350
MEDICAL OFFICES (OFFICES)	14.4	120,000	
HOTEL	19.9		
ROOMS			633
ATTRACTION/RECREATION			
THEATRE	4.5	23,549	
SCREENS			8
SEATS			1,235
INSTITUTIONAL	41.3		
GOLF COURSE	766.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	46.4	8	
SERVICES	5.4		
WILDLIFE PRESERVES/MGMT. AREA	192.9		
POWERLINE R.O.W.	13.0		
WETLANDS	148.0		
LAKES	213.0		
ROADS	163.2		
LANDSCAPE FEATURES	8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS	15.0		
WATER TREATMENT PLANT	3.2		
WELLFIELDS	1.4		
BUFFER	3.6		
OPEN SPACE	2.6		
TOTAL ACREAGES	4,853.1		

Villages of Marion - Land Use Allocation

Land Use Breakdown

LAND USE	ACRES	UNITS/SF	NET DENSITY
Residential (Conventional)	993.6	5,200 d.u.	5.2
Retail	45.2	221,863 s.f.	-
Office	9.1	50,000 s.f.	-
VA Clinic	9.4	93,065 s.f.	-
Open Space:	508.3	-	-
Recreation	451.3		
Golf	426.3		
Clubhouse/Rec.	18.0		
Golf Maint.	7.0	-	-
F.P.C. Easement	28.0	-	-
Wetlands	11.0	-	-
Kestrel Preserve	18.0	-	-
Public Facilities	1.6	-	-
Collector Roads	30.0	-	-
Sub-Collector Roads	42.7	-	-
Lakes / Retention	83.0	-	-
TOTAL	1,722.9	5,200 d.u.	-

Villages of Sumter - Land Use Allocation

LAND USE	VILLAGES OF SUMTER DRI FOURTH AMENDMENT					
	ACREAGE	UNITS	NON-RESIDENTIAL GROSS SQUARE FEET	OTHER	NET DENSITY AMENDED VOS	PERCENT TOTAL ACRES AMENDED VOS
RESIDENTIAL	6,527	32,200			5	48.4
RETAIL SERVICE	541		1,876,350			4.0
(TOWN CENTER & VILLAGE CENTERS)						
OFFICE	20		417,110			0.15
HOTEL	20					0.15
ROOMS				200		
HOSPITAL	0					0.0
BEDS						
ATTRACTION / RECREATION						
CONVENTION/PERFORMING ARTS CENTER	15		40,000			0.1
THEATER	5			8		0.03
REGIONAL RECREATION CENTERS	65			6		0.5
BOAT SLIPS :						
BOAT SLIPS - LAKE SUMTER				76		
BOAT SLIPS - LAKE DEATON				8		
CLUBHOUSES / VILLAGE REC. CENTERS	148					1.1
GOLF COURSES	2,992					22.2
HOLES				396		
EDUCATIONAL / INSTITUTIONAL	77		465,2216			0.6
FACILITIES & SERVICES	37					0.3
FIRE STATION / EMS	3			1		
WASTEWATER TREATMENT FACILITY	18			2		
WATER WELL SITES	2			4		
RADIO TOWER	14					
CONSERVATION (WILDLIFE / PRESERVATION & MANAGEMENT AREAS)	154					1.1
WETLANDS	811					6.0
LAKES	336					2.5
ROADS	563					4.2
PARKS / OPEN SPACE/ BUFFERS	297					2.2
STORMWATER	876					6.5
TOTAL	13,483	32,200	2,798,746			100

The Villages of Wildwood - Land Use Allocation

LAND USE	VILLAGES OF WILDWOOD DRI					
	ACREAGE	UNITS	NON-RESIDENTIAL GROSS SQUARE FEET	OTHER	NET DENSITY	PERCENT TOTAL ACRES
RESIDENTIAL						
RETAIL SERVICE	235		1,288,258			60.10
(TOWN CENTER & VILLAGE CENTERS)						
OFFICE			14,400			
(TOWN CENTER & VILLAGE CENTERS)						
HOTEL						
ROOMS				200		
HOSPITAL	51					13.04
BEDS				300		
ATTRACTION / RECREATION						
CONVENTION/PERFORMING ARTS CENTER						
THEATER				8		
REGIONAL RECREATION CENTERS						
BOAT SLIPS :						
BOAT SLIPS - LAKE SUMTER						
BOAT SLIPS - LAKE DEATON						
CLUBHOUSES / VILLAGE REC. CENTERS						
GOLF COURSES						
HOLES						
EDUCATIONAL / INSTITUTIONAL	14		49,714			3.58
FACILITIES & SERVICES						
FIRE STATION / EMS						
WASTE WATER TREATMENT FACILITY						
WATER WELL SITES						
RADIO TOWER						
CONSERVATION (WILDLIFE / PRESERVATION & MANAGEMENT AREAS)						
WETLANDS	12					3.07
LAKES						
ROADS	17					4.3
PARKS / OPEN SPACE/ BUFFERS	1					0.25
STORMWATER	61					15.6
TOTAL	391	0	1,352,372			100

EXHIBIT D

Map depicting projects referenced in 2005 Agreement.

EXHIBIT D

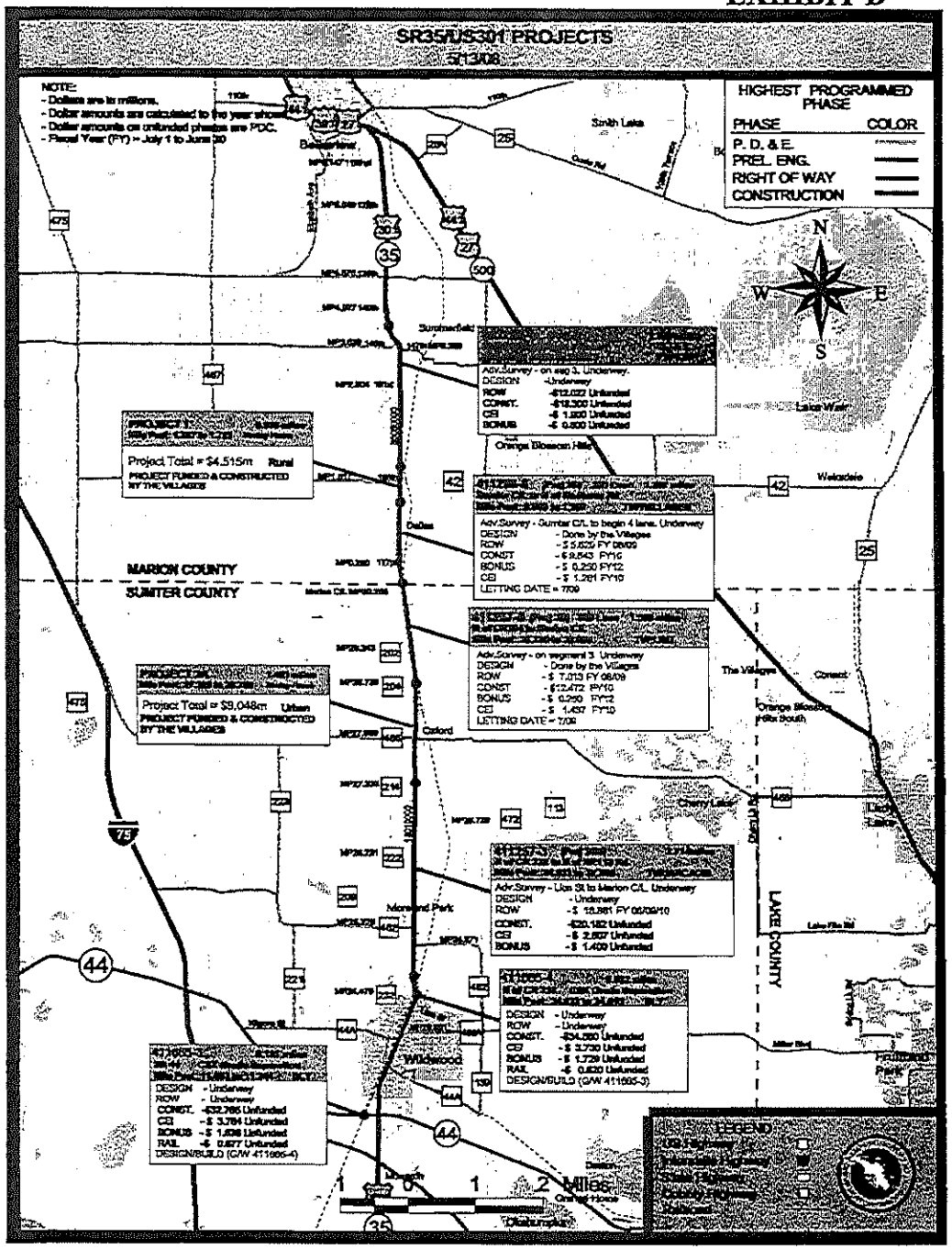

SR35/US301 PROJECTS
5/13/08
NOTE:
- Dollars are in millions.
- Dollar amounts are calculated to the year shown.
- Dollar amounts on unfunded phases are PDC.
- Fiscal Year (FY) = July 1 to June 30
HIGHEST PROGRAMMED PHASE
PHASE COLOR
P. D. & E.
PREL. ENG.
RIGHT OF WAY
CONSTRUCTION
N
W
E
S
Project Total = $4.515m Rural
PROJECT FUNDED & CONSTRUCTED BY THE VILLAGES
Project Total = $9.048m Urban
PROJECT FUNDED & CONSTRUCTED BY THE VILLAGES
MARION COUNTY
SUMTER COUNTY
LAKE COUNTY
Adv.Survey - on seg 3. Underway.
DESIGN -Underway
ROW
CONST.
CEI
BONUS
Adv.Survey - Sumter C/L to begin 4 lane. Underway
DESIGN - Done by the Villages
ROW
CONST - $ 9.543 FY10
BONUS - $ 0.250 FY12
CEI - $ 1.261 FY10
LETTING DATE = 7/09
Adv.Survey - on segment 3 Underway
DESIGN - Done by the Villages
ROW - $ 7.013 FY 08/09
CONST - $12.472 FY10
BONUS - $ 0.250 FY12
CEI - $ 1.457 FY10
LETTING DATE = 7/09
Adv.Survey - Lake St to Marion C/L Underway
DESIGN - Underway
ROW - $ 15.981 FY 08/09/10
CONST. -$20.182 Unfunded
CEI - $ 2.807 Unfunded
BONUS - $ 1.409 Unfunded
DESIGN - Underway
ROW - Underway
CONST. -$34.000 Unfunded
CEI - $ 3.730 Unfunded
BONUS - $ 1.729 Unfunded
RAIL -$ 0.830 Unfunded
DESIGN/BUILD (G/W 411666-3)
DESIGN - Underway
ROW - Underway
CONST. -$32.785 Unfunded
CEI - $ 3.784 Unfunded
BONUS - $ 1.636 Unfunded
RAIL -$ 0.877 Unfunded
DESIGN/BUILD (G/W 411666-4)
Smith Lake
Sunnyfield
Orange Blossom Hills
Wekadeke
DeDas
Oxford
The Villages
Cresent
Orange Blossom Hills South
Cherry Lake
Monarch Park
Wildwood
Lake Weir
Lake Pine Rd
Miller Blvd
Hillsmere Park
Lake Ella Rd
Oklawaha
Ocala
Silver Springs
Orange House
Delaunaplain
1 0 1 2 Miles
LEGEND
US Highway
Interstate Highway
State Highway
County Highway
Municipal

EXHIBIT E

SIB repayment amounts and dates

EXHIBIT E

AMOUNTS AND SCHEDULE
FOR SIB LOAN REPAYMENTS
TO FLORIDA DEPARTMENT OF TRANSPORTATION

December 2011.....$3,000,000

December 2015.....$3,000,000

December 2018.....$3,314,576

EXHIBIT F

Proportionate Share Calculation Summary

The Villages DRI

Proportionate Share Analysis for Proposed Development Program

Future (YR 2014) Roadway Analysis based on X100mts

Roadway		YR 2014 Base Conditions					YR 2014 Proposed Conditions						Preproportionate Share Analysis		
		No of Lanes	LOS Stnd.	LOS Vol.	PK HR Total	LOS	No of Lanes	Service Volume	LOS	SV Increase	Net Project Impacts Traffic	Net Project Impacts Prop. Share	Segment Length	Improvement Cost Total	Improvement Cost Prop. Share
From	To														
US 27/441															
CR 42	176th St	4	D	1,860	2,195	F	6	2,790	B	930	464	49.89%	1.440	$18,697,105	$9,328,448
SR 176th Pl	Marion/Sumter Co. Line	4	D	1,860	2,329	F	6	2,790	B	930	643	69.14%	0.220	$2,856,502	$1,974,979
Marion/Sumter Co. Line	Buenos Aires Blvd	4	D	1,860	2,427	F	6	2,790	C	930	643	69.14%	0.500	$9,015,355	$6,233,197
														$30,568,963	$17,536,625
US 301															
CR 214	N. of CR 232	2	D	820	1,438	F	4	1,810	B	990	734	74.14%	2.714	$24,089,000	$17,859,925
														$24,089,000	$17,859,925
TOTAL COST														$54,657,963	$35,396,550
SETTLEMENT COST															
US 301 (Widen to 4L between N. of CR 232 to N. of NE 110 Rd.); Project # 4112257-3															$34,089,000
SIB Loan Reimbursement for Marion County portion[1]															$9,314,874
TOTAL COST															$33,403,874
UNFUNDED PROPORTIONATE SHARE															$1,992,974

Notes:

(1) Project cost were derived using the FDOT project cost (US 441 - 1/30/08 and US 301 - 5/13/08);

(2) The improvement cost were maintained at present value for the purposes of this analysis;

(3) The cost associated with US 27 (CR 42 to Marion/Sumter Co. Line) excluded PE and Bonus fees;

Source: GRG Engineers & Planners

October 13, 2008

EXHIBIT G

Interchange Agreement

IMPACT FEE CREDIT AGREEMENT
FOR DEVELOPMENT OF AN INTERCHANGE AT COUNTY ROAD 468
AND THE FLORIDA TURNPIKE

THIS AGREEMENT ("Agreement"), made and entered into this 12 day of January 2005, by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, doing business at 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "Developer") and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 209 North Florida Street, Bushnell, Florida 33513 (hereinafter called "County").

RECITALS

WHEREAS, the Developer submitted to the County a PLAN FOR OFF-SITE IMPROVEMENTS TO A DESIGNATED COUNTY ROAD FOR THE CONSTRUCTION OF AN INTERCHANGE AT COUNTY ROAD 468 AND THE FLORIDA TURNPIKE (the "Proposed Plan"), as depicted in the Master Development Plan attached to the Proposed Plan, including those improvements described in Exhibit B to the Proposed Plan (the "Project"), and

WHEREAS, pursuant to the Proposed Plan, the Developer proposed to receive impact fee entitlement for the cost of constructing the Project; the cost of right of way acquisition including attorneys, consultants and appraisers used for acquiring right of way; and the engineering and development costs for construction of the project, all as more particularly set forth in the Proposed Plan, and

WHEREAS, the County finds that the Project is consistent with the Comprehensive Plan, acknowledges control of the existing road right-of-way of the Project, acknowledges that the portion of the Project qualifying for impact fee credit is an integral part of and a reasonably necessary accommodation of contemplated Off-Site Improvements to the Designated County Roads and excludes Access Improvements, and the proposed construction time schedule is consistent with the County's transportation work schedule, and

WHEREAS, pursuant to the Proposed Plan, the parties desire to enter into an agreement to set forth their duties and obligations for the acquisition and construction of the Project, and the impact fee credits to which the Developer will be entitled, and

WHEREAS, on the 19th day of October, 2004, the Proposed Plan was approved by the County, and

WHEREAS, Developer and County wish to proceed with the Project as contemplated by the Proposed Plan, now therefore,

IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by both parties and the mutual terms, covenants and conditions to be complied with on the part of the parties hereto, the parties do hereby agree as follows:

1. **THE PROJECT.** The Project involves the preliminary and final design, right-of-way acquisition and road construction of an interchange at CR468 and The Florida Turnpike, including grading, stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, materials testing, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage works, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

2. **Developer Responsibilities.**

A. **Right of Way.**

1. Right of Way Owned by Developer. Developer does not currently own any property which may be needed as right-of-way for the Project.

2. Additional Right-of-Way to be Acquired. The Developer has an option to acquire fee simple title to all the property that the Developer believes is reasonably necessary for the Project, which property is more particularly described in ***Exhibit "A"*** (the "Option Agreement Property"). The Option Agreement Property does not include the possessory rights of tenants under billboard sign lease agreements affecting the property described in ***Exhibit "A"*** (the "Sign Lease Tenants"). Within sixty (60) days from the date upon which the State of Florida Turnpike Authority ("Turnpike Authority") provides written approval of the final engineering Construction Documents for such Project, the Developer shall acquire in the County's name all of the Option Agreement Property, and begin negotiation for the acquisition/termination of the possessory rights of Sign Lease Tenants. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. The Developer shall pay for all documentary stamps to record the deed and all other recording costs. At closing, the Developer shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295. If the Developer is unsuccessful in acquiring/terminating the possessory rights of Sign Lease Tenants, the Developer, by and through the County, shall commence condemnation proceedings to terminate those rights.

B. **Road Way Design.** The Developer has retained the services of Kimley-Horn and Associates, Inc. to provide design and engineering services for the Project. If Developer desires to hire another design engineering firm to provide additional services for the Project, the Developer shall comply with Section 287.055, Florida Statues, in the selection and hiring of a Design Engineer, or the design function may be performed by Design/Builder hired in accordance with Section

287.055, Florida Statutes. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by Turnpike Authority, submitted to the County. The Director of Public Works may submit written suggestions and recommendations to the Developer based on his review of the Construction Documents and the Project shall be designed and constructed in accordance with all applicable regulations. Upon completion, the Developer shall submit to the Turnpike Authority and to the County's Director of Public Works three (3) originals of as-built Construction Documents signed and sealed by the Developer's engineer.

C. **Construction of Project.** The Project shall be constructed in accordance with all applicable regulations, including periodic inspections and submission of all testing reports and final inspection by Turnpike Authority prior to acceptance of the Project. The Developer shall commence the construction of the Project within one hundred twenty (120) days from the latter of, (i) the County acquiring such right-of-way as is necessary to complete the Project, (ii) the Developer receiving all permits necessary for the construction of the Project including a Construction Permitting Agreement among the County, the Developer and Turnpike Authority, or (iii) the date upon which the Developer issues its Notice to Proceed for the Project. If the Developer fails to issue its Notice to Proceed within six (6) years from the date of this Agreement, then either party by notice to the other party, may terminate this Agreement. The Developer shall complete the Project within eighteen (18) months from commencement.

3. **Impact Fee Credit and Reimbursement.**

A. **Dedication of Right of Way.**

(1) Fee Simple. The Developer shall receive impact fee credits and/or reimbursement in the amount of the Developer's purchase price to acquire the Option Agreement Property and with such other property as is necessary to construct the Project, together with the cost of such consultants, appraisers, attorneys, and all such costs related to the acquisition of such right-of-way.

(2) Sign Lease Tenants. Developer shall receive impact fee credits and/or reimbursement in an amount equal to:

(a) the amount of the Developer's purchase price to acquire/terminate the Sign Lease Tenant's possessory rights to all or a portion of the property described as ***Exhibit "A"***, or

(b) the actual cost to acquire/terminate the Sign Lease Tenant's possessory rights pursuant to a condemnation proceeding,

. . . together with the cost of such consultants, appraisers, attorneys, and all such costs related to the termination of the Sign Lease Tenant's possessory rights.

Notwithstanding any other provision of this Agreement, if the Developer is the holder of fee simple interest in the property needed as right-of-way for the Project, and therefore is the Landlord under the Sign Lease Agreements, Landlord agrees that Landlord shall not receive any impact fee credit or reimbursement for the termination of the Developer's rights as Landlord under the Sign Lease Agreements.

B. **Construction of the Project.** The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit and/or reimbursement in excess of the estimated construction costs set forth in ***Exhibit "B"***, unless the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and/or reimbursement in the amount of the actual cost of constructing the Project to 120% of such bid amounts, whichever is less.

C. **Impact Fee Credits, Reimbursement from Impact Fees, and Records.** Subject to the limitations set forth in Section 3.B. above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from other impact fees generated within Road Construction District No. 1 as set forth below.

(1) Impact Fee Credits. Subject to the limitations set forth in Section 3.B. above, the Developer shall be entitled to impact fee credits which may be utilized by the Developer anywhere within the Tri-County Villages of Sumter and/or the Villages of Sumter, Developments of Regional Impact together with all amendments and additions thereto (the "DRI's"), or assigned or utilized by the Developer or other persons elsewhere in Road Construction District No. 1.

(2) Reimbursement from Impact Fees. Subject to the limitations set forth in Section 3.B. above, the Developer shall be entitled to reimbursement in an amount equal to fifty percent (50%) of all Road Construction District No. 1 Transportation Impact Fees generated outside of the DRI's received by the County from and after the adoption of this Agreement. The County agrees to take no action that would result in less than fifty percent (50%) of the current District No. 1 Transportation Impact Fees from being collected within Road Construction District No. 1. Notwithstanding the above, if another developer within Road Construction District No. 1 agrees to build an impact fee road project, the County may enter into an agreement with such developer granting full impact fee credits to that developer from impact fees created by only that development. **THE COUNTY SHALL NOT BE OBLIGATED TO REIMBURSE THE DEVELOPER FROM ANY OTHER SOURCE THAN THE DISTRICT NO. 1 ACCOUNT.**

(3) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by the Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to

90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes 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 an impact fee credit balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section D. below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount 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 credit balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost of the Off-Site Improvements to be contributed. 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. **THE DEVELOPER SHALL BE ENTITLED TO IMPACT FEE CREDITS AND REIMBURSEMENT ONLY, AND THE COUNTY SHALL NOT BE LIABLE TO MAKE ANY CASH PAYMENTS TO THE DEVELOPER OUT OF ANY OTHER SOURCE THAN ROAD CONSTRUCTION DISTRICT NO. 1 FUNDS.**

D. **Assignment of the Impact Fee Credits by the Developer.** The impact fee credits shall be fully transferable and assignable by the Developer in accordance with Section 3.08 of Ordinance 2001-17. Following an assignment by the Developer of the entire credit balance available to the Developer, the Developer shall resume remitting to the County the regularly assessed Transportation Impact Fees.

E. **Financial Accounting.** All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent.

F. **Annual Review and Audit.** The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the Board finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

4. **Term.** This Agreement shall continue in full force and effect until ten (10) years from the date the Project is completed.

5. **Notices.** Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

COUNTY:
Sumter County Administrator
209 North Florida Street
Bushnell, Florida 33513

DEVELOPER:
The Villages of Lake-Sumter, Inc.
1020 Lake Sumter Landing
The Villages, Florida 32162
Attention: John Wise

Copy to:
Randall Thornton, Esq.
PO Box 58
Lake Panasoffkee, Florida 33538

Copy to:
Steven M. Roy, Esq.
McLin & Burnsed P.A.
PO Box 1299
The Villages, Florida 32158-1299

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

6. **Successors.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest. No prior or present agreements or representations shall be binding unless included in this Agreement. No subsequent agreement shall be valid or binding upon the parties unless in writing and executed by the party immediately bound by it. In any litigation arising out of this Agreement, each party shall be responsible for its attorney's fees and costs.

7. **Force Majeure.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, then such party shall not be liable for damages to the other party as a result of such non-performance. Notwithstanding the above, both parties agree to take no action that would prevent the intended operation of this Agreement.

8. **Amendment.** This Agreement may be amended by mutual written agreement of the parties where such amendment is duly executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

ATTEST:

SEAL

Jan Kirkpatrick, D.C.

Gloria Hayward, Clerk of the Court

Approved as to Form
and Legal Sufficiency

Sumter County Attorney

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

Joey Chandler, Chairman

ATTEST:

By: Gary L. Moyer, Vice President

THE VILLAGES OF LAKE-SUMTER, INC.

By: Mark G. Morse, Executive Vice President

O:\User\TR\VLS\Turnpike (CR468) OH2562\Impact Fee Credit Agreement.wpd/January 12, 2005

EXHIBIT "A"

LEGAL DESCRIPTION

NORTHWESTERLY PARCEL AT TURNPIKE-CR 468

A PARCEL OF LAND LYING IN SECTIONS 27 and 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE THE NEXT FOUR COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468, N89°50'20"W, 99.33 FEET; THENCE S80°34'31"W, 228.19 FEET; THENCE S00°09'40"W, 2.45 FEET; THENCE S89°46'18"W, 1,525.05 FEET; THENCE N00°13'42"W, 17.00 FEET; THENCE N89°46'18"E, 206.00 FEET;. THENCE N00°13'42"W, 1,337.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WEST AND HAVING A RADIUS OF 1,112.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'56", AN ARC DISTANCE OF 835.17 FEET; THENCE N43°15'38"W, 342.25 FEET; THENCE N40°30'45"W, 513.82 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE S42°56'50"E, 3,697.81 FEET TO THE POINT OF BEGINNING.

AND,

NORTHEASTERLY PARCEL AT TURNPIKE-CR 468

A PARCEL OF LAND LYING IN SECTIONS 27 and 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, N42°56'50"W, 2,558.82 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1,112.00 FEET, AND A CHORD BEARING AND DISTANCE OF S69°24'06"E, 691.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°14'28", AN ARC DISTANCE OF 703.37 FEET; THENCE S87°31'20"E, 332.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,312.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°15'42", AN ARC DISTANCE OF 1,013.53 FEET; THENCE S43°15'38"E, 400.79 FEET; THENCE CONTINUE S43°15'38"E , 484.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 573.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'56", AN ARC DISTANCE OF 430.35 FEET; THENCE S00°13'42"E, 189.83 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE THE NEXT THREE COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468, S89°49'40"W, 456.87 FEET; THENCE N80°28'12"W, 133.23 FEET; THENCE N89°50'20"W, 310.06 FEET TO THE POINT OF BEGINNING.

AND,

SOUTHWESTERLY PARCEL AT TURNPIKE-CR 468

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, S42°56'50"E, 919.51 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 2,306.00 FEET, AND A CHORD BEARING AND DISTANCE OF N67°56'58"W, 1,752.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°40'07", AN ARC DISTANCE OF 1,797.79 FEET; THENCE N87°28'49"W, 1,017.33 FEET; THENCE N00°13'42"W, 36.23 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE THE NEXT THREE COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468, N89°46'18"E, 1,334.41 FEET; THENCE S79°46'25"E, 396.29 FEET; THENCE S89°50'20"E, 290.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 86.4 ACRES, MORE OR LESS.

EXHIBIT B

FLORIDA'S TURNPIKE (S.R. 91) AND C.R. 468 INTERCHANGE
SUMTER COUNTY
CONSTRUCTION COST PROJECTION
AND SCHEDULE OF COMPLETION

BILLBOARD ACQUISITION/RELOCATION	$565,000
INTERCHANGE CONCEPT DEVELOPMENT	$100,000
PD&E STUDY, IJR SUPPORT, & COORDINATION	$500,000
ROW	$900,000
INTERCHANGE CONSTRUCTION/CEI	$5,953,500
CONTINGENCY 15%	$893,000
SUBTOTAL:	$8,911,500
ENGINEERING AND PERMITTING (15%)	$1,336,700
CONSTRUCTION STAKING: (3%)	$267,300
PERFORMANCE AND PAYMENT BOND (1.5%)	$133,700
TOLL COLLECTION FACILITIES	$1,500,000
TOTAL PROJECTED PROJECT COST:	$12,149,200

Notes: * Cost projection assumes that existing CR 468 bridge over Turnpike will remain with no modifications required.
*Cost projection includes $500,000 in utility relocation allowance. Actual cost may vary.
*Cost projection for billboard acquisition/relocation and right of way acquisition may vary and will be the amount actually paid for same.
*Cost projection for toll collection facilities may vary and will be the amount actually paid for same.

Environmental analysis and design will begin in mid-2004. It is anticipated that construction will begin in early 2006 and be completed within 18 months of commencement. CEI included in construction cost at 15%, requiring FDOT certifications and documentation.

Prepared By: Richard W. Mercer
Richard W. Mercer, P.E. #14002

Date: November 3, 2004

Exhibit B

NORTHWESTERLY PARCEL AT TURNPIKE-CR 468
A PARCEL OF LAND LYING IN SECTIONS 27 and 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE THE NEXT THREE COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468, N89°50'20"W, 99.33 FEET; THENCE S80°34'31"W, 228.19 FEET; THENCE WESTERLY 1,525.05 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N00°13'42"W, 17.00 FEET; THENCE N89°46'18"E, 206.00 FEET; THENCE N00°13'42"W, 1,337.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WEST AND HAVING A RADIUS OF 1,112.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'56", AN ARC DISTANCE OF 835.17 FEET; THENCE N43°15'38"W, 342.25 FEET; THENCE N40°30'45"W, 513.82 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE S42°56'50"E, 3,697.81 FEET TO THE POINT OF BEGINNING.

AND

NORTHEASTERLY PARCEL AT TURNPIKE-CR 468
A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, N42°56'50"W, 2,558.82 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1,112.00 FEET, AND A CHORD BEARING AND DISTANCE OF S69°24'06"E, 691.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°14'28", AN ARC DISTANCE OF 703.37 FEET; THENCE S87°31'20"E, 332.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,312.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°15'42", AN ARC DISTANCE OF 1,013.53 FEET; THENCE S43°15'38"E, 885.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 573.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'56", AN ARC DISTANCE OF 430.35 FEET; THENCE S00°13'42"E, 189.83 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468; THENCE THE NEXT THREE COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 468, S89°49'40"W, 456.87 FEET; THENCE N80°28'12"W, 133.23 FEET; THENCE N89°50'20"W, 310.06 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: G27-002 & G28-001

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION
THAT LAND LYING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE AND THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; RUN ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING COURSES, S89°48'36"E, 746.77 FEET; THENCE N89°41'09"E, 166.91 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1352, PAGE 23, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N89°41'09"E, 60.00 FEET TO THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1352, PAGE 21, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE COURSES, DEPARTING SAID NORTHERLY BOUNDARY, N00°13'42"W, 153.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 633.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 37°20'19", A DISTANCE OF 412.51 FEET; THENCE N00°00'00"W, 56.43 FEET; THENCE DEPARTING SAID BOUNDARY RUN N48°55'55"W, 117.58 FEET; THENCE N46°04'10"W, 225.28 FEET; THENCE N48°55'55"W, 277.70 FEET; THENCE N51°47'40"W, 225.28 FEET; THENCE N48°56'05"W, 73.30 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,255.00 FEET AND A CHORD BEARING AND DISTANCE OF N50°05'23"W, 50.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°18'18", A DISTANCE OF 50.49 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1352, PAGE 23, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,312.00 FEET AND A CHORD BEARING AND DISTANCE OF S44°30'08"E, 56.86 FEET; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'00", A DISTANCE OF 56.86 FEET; THENCE S43°15'38"E, 885.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 573.00 FEET; THENCE SOUTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 43°01'56", A DISTANCE OF 430.35 FEET; THENCE S00°13'42"E, 153.17 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.01 ACRES, MORE OR LESS.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
11/07/2007 11:25:02AM
DEED
DOC $0.70

PAGE 3 OF
B-1864 P-26
2007 35672

22 Mar 07
DATE

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

FERNSA BARLEY AND ASSOCIATES, INC.
▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

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.*

C:\Land Projects 2006\TURNPIKE\dwg\ATN-NE.dwg, BGH

EXHIBIT C

FLORIDA'S TURNPIKE (S.R. 91) AND C.R. 468 PARTIAL INTERCHANGE
SUMTER COUNTY
CONSTRUCTION COST PROJECTION
AND SCHEDULE OF COMPLETION

INTERCHANGE CONCEPT DEVELOPMENT	$100,000
PD&E STUDY, IJR SUPPORT, & COORDINATION	$600,000
ROW	$829,000
INTERCHANGE CONSTRUCTION/CEI FOR PARTIAL INTERCHANGE	$6,407,800
CONTINGENCY 15%	$961,200
ENGINEERING AND PERMITTING FOR FULL INTERCHANGE	$1,700,000
WETLANDS MITIGATION FOR FULL INTERCHANGE	$300,000
CONSTRUCTION STAKING: (3%)	$167,200
PERFORMANCE AND PAYMENT BOND (1.5%/YR FOR 3 YRS)	$250,800
TOTAL PROJECTED PROJECT COST:	$11,316,000

Notes: * Cost projection assumes that existing CR 468 bridge over Turnpike will remain with no modifications required.
*Cost projection includes $1,700,000 in utility relocation allowance. Actual cost may vary.
*CEI included in construction cost at 15%, requiring FDOT certifications and documentation.
*Joint Project Agreement requires performance bond to extend 2 years after construction.
*Construction cost includes Maintenance of Traffic costs.
*Partial interchange will include the exit ramp from northbound Turnpike to CR 468 and the entrance ramp from CR 468 to southbound Turnpike.

Prepared By: Richard W. Mercer
Richard W. Mercer, P.E. #14002

Date: February 4, 2009

Exhibit D

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.

Exhibit D

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.

Exhibit D

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.

Exhibit D

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.

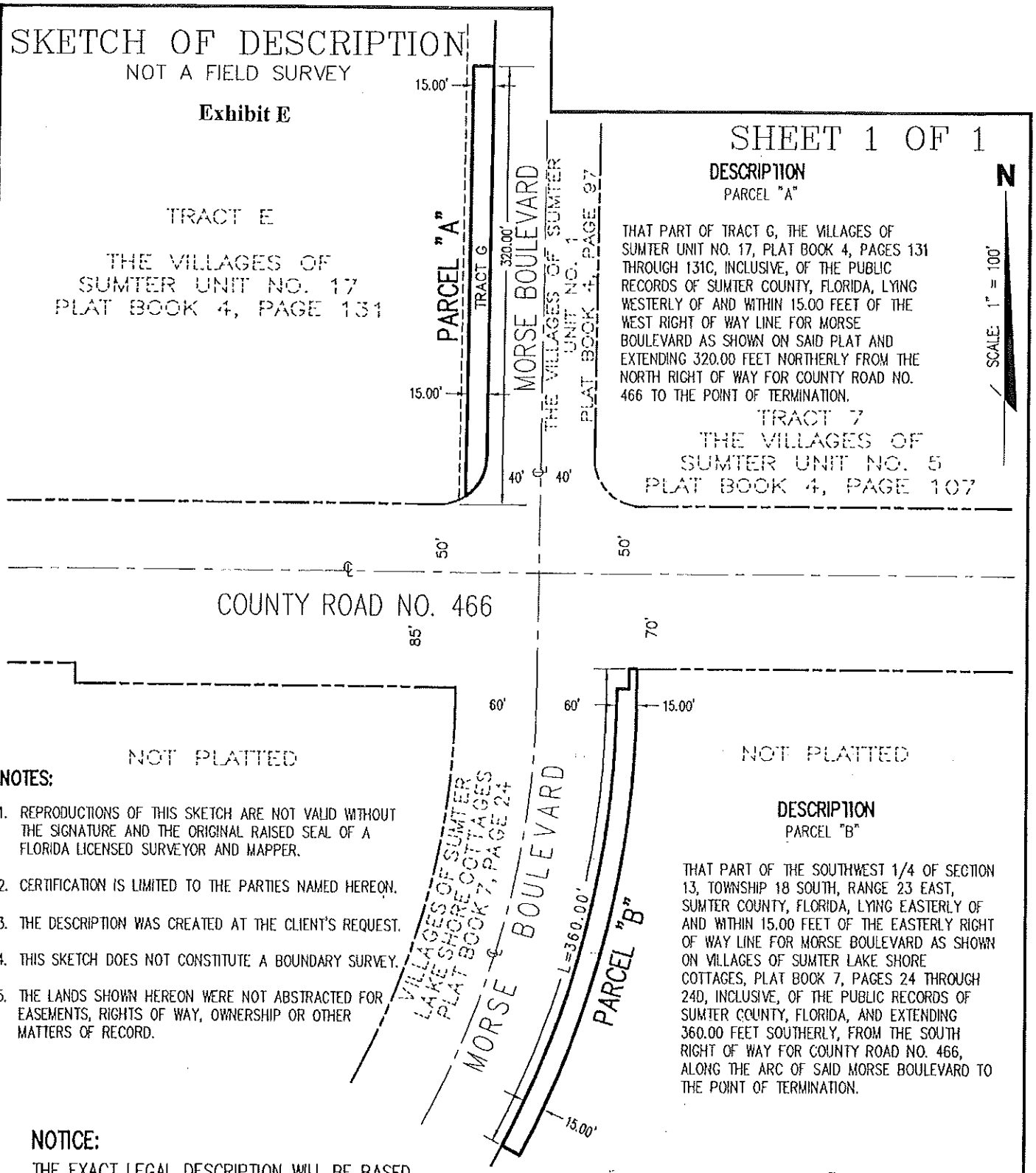
Containing 1,557 square feet more or less.

SKETCH OF DESCRIPTION

NOT A FIELD SURVEY

Exhibit E

SHEET 1 OF 1



DESCRIPTION

PARCEL "A"

THAT PART OF TRACT G, THE VILLAGES OF SUMTER UNIT NO. 17, PLAT BOOK 4, PAGES 131 THROUGH 131C, INCLUSIVE, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WESTERLY OF AND WITHIN 15.00 FEET OF THE WEST RIGHT OF WAY LINE FOR MORSE BOULEVARD AS SHOWN ON SAID PLAT AND EXTENDING 320.00 FEET NORTHERLY FROM THE NORTH RIGHT OF WAY FOR COUNTY ROAD NO. 466 TO THE POINT OF TERMINATION.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO THE PARTIES NAMED HEREON.
3. THE DESCRIPTION WAS CREATED AT THE CLIENT'S REQUEST.
4. THIS SKETCH DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD.

DESCRIPTION

PARCEL "B"

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY OF AND WITHIN 15.00 FEET OF THE EASTERLY RIGHT OF WAY LINE FOR MORSE BOULEVARD AS SHOWN ON VILLAGES OF SUMTER LAKE SHORE COTTAGES, PLAT BOOK 7, PAGES 24 THROUGH 24D, INCLUSIVE, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND EXTENDING 360.00 FEET SOUTHERLY, FROM THE SOUTH RIGHT OF WAY FOR COUNTY ROAD NO. 466, ALONG THE ARC OF SAID MORSE BOULEVARD TO THE POINT OF TERMINATION.

NOTICE:

THE EXACT LEGAL DESCRIPTION WILL BE BASED ON THE FINAL APPROVED CONSTRUCTION PLANS FOR THE INTERSECTION IMPROVEMENTS.

William S. Barley 11-7-08

WILLIAM S. BARLEY, P.S.M. NO. 3815 DATE
LICENSED BUSINESS NO. 4709
STATE OF FLORIDA

CERTIFIED TO:

THE VILLAGES OF LAKE-SUMTER, INC.

FARNER BARLEY AND ASSOCIATES, INC.
△ ENGINEERS
△ SURVEYORS
△ PLANNERS
LB 4709
4450 NE 83rd ROAD – WILDWOOD, FL 34785 – (352) 748-3126

S:\SURVEY NEW\SURVEY\ROADS\MORSE BLVD\MORSE BLVD_SD.dwg, 11/13/2008 8:38:32 AM

Exhibit F

INTERSTATE 75 AND C.R. 466 INTERCHANGE
SUMTER COUNTY
CONSTRUCTION COST PROJECTION

IJR AND PD&E STUDY	$829,400
ENGINEERING AND PERMITTING	$1,608,600
CONSTRUCTION/CEI (10% CEI)	$7,953,800
CONTINGENCY 10%	$795,400
SUBTOTAL:	$11,187,200
CONSTRUCTION STAKING:	$183,400
PERFORMANCE AND PAYMENT BOND (1.5%)	$119,300
TOTAL PROJECTED PROJECT COST:	$11,489,900

Prepared By: Richard W. Mercer
Richard W. Mercer, P.E. #14002

Date: December 27, 2004

H:\040380040 - CR 466 PD&E\agreement exhibits\Exhibit A_cost_estimate_122704

Exhibit G

Morse Boulevard and CR 466 Intersection
Sumter County
Opinion of Probable Cost

Northbound Right @ Morse Boulevard:

Design	$22,000
Construction	$146,000
CEI	$14,500
Contingency	$15,000
Total Probable Cost:	**$197,500**

Southbound Right @ Morse Boulevard:

Design	$16,500
Construction	$110,000
CEI	$11,000
Contingency	$11,000
Total Probable Cost:	**$148,500**

Provided by:
Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Schedule 1
Road Impact Fee Schedule - The Villages

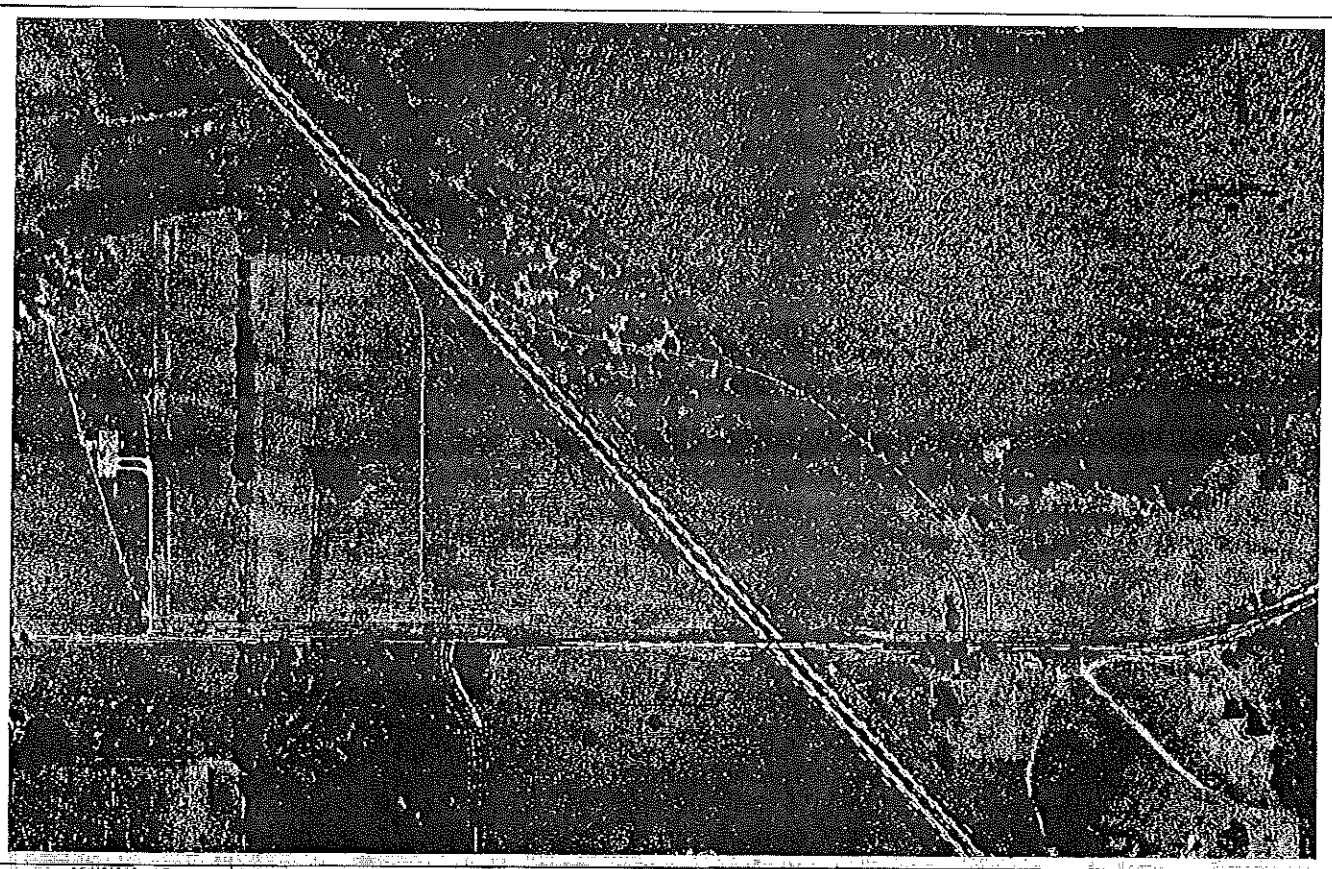
ITE Code/Land Use Category	Trip Rate (50% of Average Daily Trips)	% New Trips	Net New Trips per Unit of Measure	Impact Fee Per Unit @ $539.62 per Trip**
110 Light Industrial	3.485	90%	3.14 1,000 square feet	$1.69 square foot
120 Heavy Industrial	0.75	90%	0.68 1,000 square feet	$0.36 square foot
130 Industrial Park	3.48	90%	3.13 1,000 square feet	$1.69 square foot
140 Manufacturing	1.91	90%	1.72 1,000 square feet	$0.93 square foot
150 Warehousing	2.48	90%	2.23 1,000 square feet	$1.20 square foot
151 Mini-warehouse	1.25	90%	1.13 1,000 square feet	$0.61 square foot
210 Single-Family House	4.785	100%	4.79 dwelling unit	$2,582.08 dwelling unit
220 Apartment	3.36	100%	3.36 dwelling unit	$1,813.12 dwelling unit
230 Condominium/Townhouse	2.93	100%	2.93 dwelling unit	$1,581.09 dwelling unit
240 Mobile Home Park	2.495	100%	2.50 dwelling unit	$1,346.35 dwelling unit
310 Hotel	4.085	100%	4.09 room	$2,204.35 room
320 Motel	2.815	100%	2.82 room	$1,519.03 room
420 Marina	1.48	90%	1.33 berth	$718.77 berth
430 Golf Course	2.52	100%	2.52 acre	$1,359.84 acre
437 Bowling Alley	16.665	70%	11.67 1,000 square feet	$6.29 square foot
444 Movie Theater	128.46	85%	109.19 screen	$58,921.65 screen
491 Racquet Club	7.015	75%	5.26 1,000 square feet	$2.84 square foot
520 Elementary School	7.245	90%	6.52 1,000 square feet	$3.52 square foot
522 Middle or Junior High School	6.89	90%	6.20 1,000 square feet	$3.35 square foot
530 High School	6.445	90%	5.80 1,000 square feet	$3.13 square foot
540 Junior/Community College	13.75	90%	12.38 1,000 square feet	$6.68 square foot
560 Church	4.555	90%	4.10 1,000 square feet	$2.21 square foot
565 Day Care Center	39.63	75%	29.72 1,000 square feet	$16.04 square foot
610 Hospital	8.785	80%	7.03 1,000 square feet	$3.79 square foot
620 Nursing Home	1.185	100%	1.19 bed	$639.45 bed
630 Clinic	15.725	80%	12.58 1,000 square feet	$6.79 square foot
710 General Office	5.505	90%	4.95 1,000 square feet	$2.67 square foot
720 Medical Office	18.065	90%	16.26 1,000 square feet	$8.77 square foot
812 Building Materials & Lumber	22.58	80%	18.06 1,000 square feet	$9.75 square foot
813 Discount Superstore	24.605	80%	19.68 1,000 square feet	$10.62 square foot
814 Specialty Retail	22.16	70%	15.51 1,000 square feet	$8.37 square foot
815 Discount Store	28.01	83%	23.25 1,000 square feet	$12.55 square foot
816 Hardware/Paint Store	25.645	70%	17.95 1,000 square feet	$9.69 square foot
817 Nursery (Garden Center)	18.04	70%	12.63 1,000 square feet	$6.81 square foot
820 Shopping Center	21.47	66%	14.17 1,000 square feet	$7.65 square foot
823 Factory Outlet Center	13.295	70%	9.31 1,000 square feet	$5.02 square foot
841 New Car Sales	16.67	80%	13.34 1,000 square feet	$7.20 square foot
843 Automobile Parts Sales	30.955	57%	17.64 1,000 square feet	$9.52 square foot
848 Tire Store	12.435	72%	8.95 1,000 square feet	$4.83 square foot
849 Wholesale Tire Store	10.18	70%	7.13 1,000 square feet	$3.85 square foot
850 Supermarket	51.12	64%	32.72 1,000 square feet	$17.65 square foot
851 Convenience Market 24-hour	368.995	39%	143.91 1,000 square feet	$77.66 square foot
853 Convenience Market with Gas Pumps	271.3	34%	92.24 vehicle fueling position	$49,775.63 vehicle fueling position
860 Wholesale Market	3.365	39%	1.31 1,000 square feet	$0.71 square foot
861 Discount Club	20.9	70%	14.63 1,000 square feet	$7.89 square foot

Source: "Impact Fee Rate Study for Roads Sumter County, Florida" - District 1; Henderson & Young Company, November 5, 2004

** For uses that are not shown in Schedule 1 but are part of the Institute of Transportation Engineers Trip Generation Report, the road impact fee may be calculated using the following formula: ***(((0.5xaverage daily trips)x% New Trips)x$539.62)/Unit of Measure***

In addition, an alternative road impact fee calculation may be submitted to the County to demonstrate that the net trips are less than assumed in Schedule 1. The alternative road impact fee calculation must be based on an independent source that is a generally accepted standard source of transportation engineering or planning information or the independent source is a local study supported by data adequate for the conclusions contained in the study and is performed by a professional engineer pursuant to a generally accepted methodology of transportation engineering or planning. The alternative road impact fee study must be submitted prior to issuance of a building permit and will be reviewed by the County within 30 days. If the alternative road impact fee study is not approved by the County, the County shall notify the applicant via certified mail of the reasons for denial. The applicant has 30 days from receipt of the notice of denial to request a review by the Board of County Commissioners of the denial.

Attachment 1



REVISIONS						
DATE	BY	DESCRIPTION	FLORIDA'S TURNPIKE ENTERPRISE	The Villages	Kimley-Horn and Associates, Inc.	FLORIDA'S TURNPIKE/ CR 468 PARTIAL INTERCHANGE	EXHIBIT "B"

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Road Impact Fee Agreements - The Villages of Lake-Sumter, Inc.

☐ Work Session (Report Only) **DATE OF MEETING:** 2/10/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT:
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

REQUESTED ACTION: **Approve New Road Impact Fee Agreements with The Villages of Lake-Sumter, Inc.**

HISTORY/FACTS/ISSUES:
As part of the County's efforts to address short and long term road funding issues, County staff reviewed the existing road impact fee agreements between the County and The Villages of Lake-Sumter, Inc. In this review of the existing road impact fee agreements, it was discovered that the agreements were inconsistent with their terms and conditions and needed to be revised to assure consistency within the agreements and to establish a more certain schedule of how road impact fees are refunded or credited under these agreements. This certainty is beneficial to the County and The Villages of Lake-Sumter, Inc. as both parties will be able to better project and plan for road funding needs into the future. The list of existing road impact fee agreements are as follows:

1. Impact Fee Credit Agreement for Development of County Road 466 (10/22/2002)

2. Fist Amendment to Impact Fee Credit Agreement for Development of County Road 466 (12/17/2002)

3. Amended and Restated First Amendment to Impact Fee Credit Agreement for Development of County Road 466 and an Interchange at County Road 466 and Interstate 75 (1/12/2005)

4. Impact Fee Credit Agreement for Development of an Interchange at County Road 468 and The Florida Turnpike (1/12/2005)

5. Supplemental Impact Fee Credit Agreement for Development of County Road 466 (8/16/2006)

6. Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 (10/17/2006)

In addition to the existing road impact fee agreements with the County, on January 27, 2009, The Villages of Lake-Sumter, Inc. entered into a Proportionate Share and Joint Participation Agreement with the Florida Department of Transportation which requires the widening to four lanes on US 301 from south of Oxford to north of the CSX rail overpass in Wildwood, several intersection improvements, and a commitment to commence construction of the County Road

468 and Florida Turnpike partial interchange by December 1, 2014. These improvements are proposed to be added to the new road impact fee agreement.

To accomplish the task of consolidating and assuring consistency of the road impact fee agreements, two new agreements were developed for the Board's consideration.

The first new agreement, "First Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139", amends and restates Section 3.C of the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 to eliminate the provision that The Villages of Lake-Sumter, Inc. is entitled to 50% of all District 1 Road Impact Fees. In addition, the first new agreement eliminates Section 3.G which refers to a road impact fee agreement between the County and the City of Wildwood, dated 12/13/2005. This 2005 road impact fee agreement with the City of Wildwood will be cancelled with the adoption of the Interlocal Service Boundary and Joint Planning Agreement. The City of Wildwood is also required to approve this new agreement.

The second new agreement replaces and supercedes the remaining existing road impact fee agreements with The Villages of Lake-Sumter, Inc. The second new agreement includes the following projects from the existing road impact fee agreements:

1. The construction of a partial interchange at C-468 and the Florida Turnpike with a commitment to a commencement date of construction of December 1, 2014.

2. The construction of a new interchange at C-466 and I-75. *****However, the widening of C-466 from US 301 to I-75 is deleted****. There is no commitment to a commencement date for construction.

3. Intersection improvements at Morse Blvd. and C-466 - add southbound right-turn lane and add northbound right-turn lane.

The second new road impact fee agreement adds the following projects from the Proportionate Share and Joint Participation Agreement between the Florida Department of Transportation and The Villages of Lake-Sumter, Inc.:

1. Widening of US 301 from south of Oxford to north of the CSX overpass in Wildwood.

2. Intersection improvements (US 301 & Florida Turnpike, C-466 & US 301, US 301 & SR 44).

In addition, the second new road impact fee agreement establishes a fixed road impact fee rate schedule for The Villages. This road impact fee rate schedule is identical to the existing road impact fee rates currently charged for development within The Villages. However, this will provide certainty for The Villages of Lake-Sumter, Inc. and for the County in the generation of road impact fees from The Villages through buildout notwithstanding future changes to the County's road impact fee ordinance.

As part of the development of the new road impact fee agreements, County staff prepared a revenue balance analysis based on the commitments for road impact fee refunds to The Villages within the new agreements (expenses) balanced against the projected collection of road impact fees within The Villages through buildout (revenues). This analysis included looking at expenses at 100% of the estimated costs and at 120% of the estimated costs. This was done in response to the new agreements include the condition that the maximum road impact fee refund may be

120% of the Florida Department of Transportation cost estimates. The revenue balance analysis, based on 100% of the estimated costs, projects a $10.2 million surplus in District 1 and $2.6 million surplus in the Countywide road impact fee districts. The revenue balance analysis, based on 120% of the estimated costs, projects a $500,000 surplus in District 1 and a $2.5 million deficit in the Countywide road impact fee districts. This deficit in the Countywide road impact fee district based on 120% of the estimated costs can be absorbed through the collection of road impact fee of other development throughout the County since the Countywide road impact fee is collected in all areas of the County and not just within The Villages. In addition, given the past experience of road construction projects completed by The Villages, it is unlikely that the costs of construction will reach the 120% cost threshold. The revenue balance analysis is attached for information.

Staff believes the approval of these two new road impact fee agreements with The Villages of Lake-Sumter, Inc. will result in a positive outcome for the County. These new agreements consolidates inconsistent agreements, provides for certainty in future road impact fee collections, and results in the construction of critical transportation improvements at an accelerated pace.

Mr. Arnold, County Administrator, Mr. McAteer, County Attorney, and Mr. Cornelius, Planning Manager, negotiated with representatives of The Villages of Lake-Sumter, Inc. (Mr. Moyer, Mr. Roy, and Mr. Dzuro) in the preparation of the two agreements proposed for approval.

DEPARTMENT RECOMMENDATION:

DEPARTMENT HEAD SIGNATURE _____

DIVISION RECOMMENDATION:

DIVISION DIRECTOR SIGNATURE: _____

COUNTY ADMINISTRATOR RECOMMENDED ACTION: APPROVE BOTH OF THE AGREEMENTS → ITEMS 2a & 2b

ACTION TAKEN BY THE BOARD: **DATE:**

APPROVED

FEB 10 2009