

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Roadway Acceptance of Right of Way and Maintenance of Burnsed Boulevard and Sarasota Street

REQUESTED ACTION: **Accepting Right of Way and Road Maintenance of Burnsed Boulevard and Sarasota Street (Staff recommends approval).**

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

HISTORY/FACTS/ISSUES:

On July 28, 2009, Sumter County entered into an Access Road Agreement with The Villages of Lake-Sumter, INC. In this agreement, RECITAL #4, states:

Developer intends to develop a shopping center known as "Pinellas Plaza" upon the Developer Property, however the Developer does not intend to develop Pinellas Plaza until after the County has completed its Governmental Complex on the County Property. The Developer is agreeable to construct certain roadways which will serve both Pinellas Plaza and the Governmental Complex constructed upon the County Property, provided the County agrees to accept a public dedication and assume maintenance for such roadways, and at this time, the County and Developer wish to set forth their agreements in that regards.

After receiving a packet from The Villages, Mr. Gary Moyer indicated their position on the County taking over the right of ways and maintenance for Burnsed Boulevard and Sarasota Street. In this packet, are a Letter of Intent, Sketch For Description, Legal description, and Right of Way Deeds.

The county has inspected these roads to be accepted and found they have no major deficiencies.

Attached: The request packet from The Villages Mr. Moyer.
Sumter County Board of Commissioners Executive Summary Access Road Agreement for the Sumter County Service Center between The Villages of Lake-Sumter, Inc
Road inspection report.

Jackson, Jackey

From: Oxendine, Eslie
Sent: Friday, September 17, 2010 2:40 PM
To: Jackson, Jackey
Subject: FW:

From: Parrett, Dale
Sent: Friday, September 17, 2010 2:17 PM
To: Oxendine, Eslie
Subject:

Jackey,
An inspection was conducted by Dale Parrett and Eslie Oxendine on Burnsed Blvd. and Sarasota Street on 9/17/10 to determine if these systems are to be accepted into Sumter County Road Maintenance System.

Burnsed Blvd.
At the intersection of Burnsed Blvd. and Sarasota Street in the West bound lane there is an area approximately 10' x 20" where it appears some cold asphalt had been placed, giving the road surface an uneven and coarse texture that may allow pot holes to develop in the future, being that it is in the turning radius of the intersection. Also there is a very small void area in final surface that may allow water to seep between the curb and asphalt into the base material.

Sarasota Street
At the intersection of C-466A in the East bound turning radius there is approximately a 2' x 3' area ½ "deep that will hold water and will cause a slight bump when existing Sarasota Street.

The above mention defects are not severe enough to not accept the roadway but would make a more eye appealing roadway if corrected.

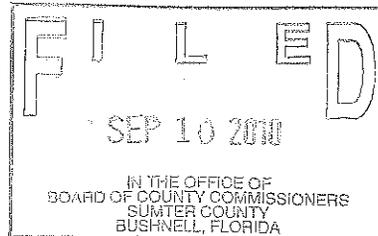
Dale Parrett
Chief Engineer Technician
Sumter County Public Works

9/17/2010

The Villages®

Administration

September 10, 2010



Mr. Bradley Arnold
County Administrator, Sumter County
209 North Florida Street
Bushnell, FL 33513

Re: Right of Way Deed – Burnsed Boulevard and Sarasota Street

Dear Brad:

Enclosed is an original Right-of-Way Deed for Burnsed Boulevard and Sarasota Street. These roadways provide access to the new County Administration Building from CR466A.

I would appreciate it if you will schedule this to be accepted by the County Commission at the September 28th Board Meeting.

Once the deed has been recorded, please provide me with a copy for my records. As always, thanks for your help.

Sincerely,

Gary L. Moyer
Vice President, Development

GLM:dp

Copy To:		
Comms	<u>5</u>	Pub Wks Div <u>1</u>
Co Atty	<u>1</u>	Bldg & Dev Div <u> </u>
Co Fin	<u> </u>	Admin Div <u> </u>
Other	<u> </u>	Com Svcs Div <u> </u>

2
9/28/10 AGENDA
FILE - PW TO
DO ES
9/15/10
CM
(THIS IS PER AN
AGREEMENT W/
THE VILLAGES)

Phone: 352-753-6790 • Fax: 352-753-6716
1020 Lake Sumter Landing, The Villages, Florida 32162-2699
www.TheVillages.com

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

RETURN TO:
County Administrator
910 North Main Street
Bushnell, Florida 33513-6152

Property Appraiser's PID NO.: PORTION 604: 055

RIGHT-OF-WAY DEED

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

THIS INDENTURE, made this 9 day of SEPTEMBER, 2010, by **VILLAGES OF SOUTHWEST PLAZAS, LLC**, a Florida limited liability company, whose post office address is 1020 Lake Sumter Landing, The Villages, Florida 32162, hereinafter called the "**GRANTOR**", and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose post office address is 910 North Main Street, Bushnell, Florida 33513, hereinafter called the "**GRANTEE**".

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

AS SET FORTH IN EXHIBIT "A"

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

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

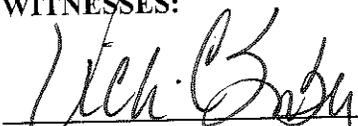
SUBJECT TO restrictions and easements of record.

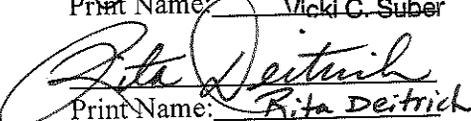
* Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.

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

WITNESSES:

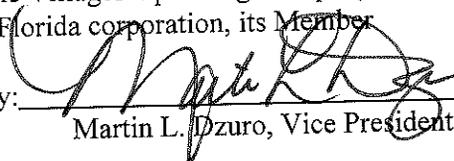
VILLAGES OF SOUTHWEST PLAZA, LLC,
a Florida limited liability company


Print Name: Vicki C. Suber


Print Name: Rita Deitrich

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

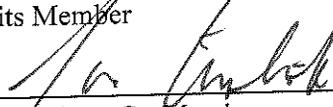
By: The Villages Operating Company,
a Florida corporation, its Member

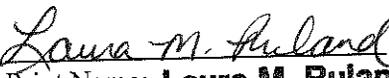
By: 
Martin L. Dzuro, Vice President

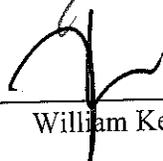

Print Name: Laura M. Ruland

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


Print Name: Doris A. Pardo

By: 
Joe Nisbett, Co-Member


Print Name: Laura M. Ruland

By: 
William Kearns, Co-Member


Print Name: Doris A. Pardo

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 9th day of Sept., 2010, by **Martin L. Dzuro**, as Vice President of and on behalf of **The Villages Operating Company**, the Member of **Villages/Acorn Commercial Partners, LLC**, the Manager of **Villages of Southwest Plazas, LLC**, for the purposes expressed herein, who is personally known to me.

[Signature]
NOTARY PUBLIC-STATE OF FLORIDA

Vicki C. Suber

Print Name: _____
Serial/Commission Number: _____
Commission Expires: _____

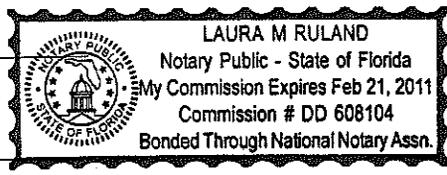


VICKI C. SUBER
Commission DD 677141
Expires September 22, 2011
Bonded Through Troy Pain Insurance 800-885-7016

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 8th day of September, 2010, by **Joe Nisbett**, as Co-Member of and on behalf of **Acorn Investments, LLC**, the Member of **Villages/Acorn Commercial Partners, LLC**, the Manager of **Villages of Southwest Plazas, LLC**, for the purposes expressed herein, who is personally known to me.

[Signature]
NOTARY PUBLIC-STATE OF FLORIDA



Print Name: **Laura M. Ruland**
Serial/Commission Number: DD608104
Commission Expires: 2/21/2011

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 8th day of September, 2010, by **William Kearns**, as Co-Member of and on behalf of **Acorn Investments, LLC**, the Member of **Villages/Acorn Commercial Partners, LLC**, the Manager of **Villages of Southwest Plazas, LLC**, for the purposes expressed herein, who is personally known to me.

[Signature]
NOTARY PUBLIC-STATE OF FLORIDA



Print Name: **Laura M. Ruland**
Serial/Commission Number: DD608104
Commission Expires: 2/21/2011

\\DARWIN\User\TR\Villages of Southwest Plazas, LLC 20787\Right of Way Deed-VSWP to Sumter County-Pinellas Plaza frontage road.wpd/may
Revised: September 8, 2010
Printed: September 8, 2010

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 1 OF 2

LEGAL DESCRIPTION

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

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE S00°22'17"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 SAID SECTION 4, A DISTANCE OF 447.85 FEET; THENCE DEPARTING SAID WEST LINE, S89°37'43"E, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY OF OF C-139 AND A CORNER ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1796, PAGE 711 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N00°22'17"E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 130.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°52'16", A DISTANCE OF 62.74 FEET TO THE POINT OF TANGENCY; THENCE S89°30'00"E, A DISTANCE OF 715.73 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'57", A DISTANCE OF 54.99 FEET TO THE POINT OF TANGENCY; THENCE N00°29'04"E, A DISTANCE OF 190.65 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET AND A POINT HEREBY DESIGNATED AS POINT "A"; THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'03", A DISTANCE OF 54.97 FEET TO THE POINT OF TANGENCY, SAID POINT OF TANGENCY BEING ON THE SOUTH RIGHT OF WAY OF C-466A AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 413, SUMTER COUNTY, FLORIDA; THENCE S89°30'00"E ALONG SAID RIGHT OF WAY, A DISTANCE OF 130.26 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY, RUN SOUTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'34", A DISTANCE OF 54.98 FEET TO THE POINT OF TANGENCY; THENCE S00°29'27"W, A DISTANCE OF 190.65 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'26", A DISTANCE OF 54.97 FEET TO THE POINT OF TANGENCY; THENCE S89°30'00"E, A DISTANCE OF 33.02 FEET; THENCE S00°30'00"W, A DISTANCE OF 50.00 FEET; THENCE N89°30'00"W, A DISTANCE OF 163.81 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1796, PAGE 711, SUMTER COUNTY, FLORIDA; (THENCE ALONG THE BOUNDARY OF SAID LANDS, THE FOLLOWING 2 COURSES); THENCE N89°30'00"W, 714.89 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°07'44", A DISTANCE OF 62.92 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

COMMENCE AT ABOVE DESCRIBED POINT "A"; THENCE S89°20'14"E, A DISTANCE OF 19.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N00°39'46"E, A DISTANCE OF 19.56 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 6.75 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 21.21 FEET TO THE POINT OF TANGENCY; THENCE S00°39'46"W, A DISTANCE OF 208.55 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 6.75 FEET; THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 21.21 FEET TO THE POINT OF TANGENCY; THENCE N00°39'46"E, A DISTANCE OF 189.00 FEET TO THE POINT OF BEGINNING.

Sept. 8, 10
DATE

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

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 4-19-23 AS BEING S00°22'17"W, AN ASSUMED MERIDIAN.



**FARNER
BARLEY
AND ASSOCIATES, INC.**

4450 NE 83RD ROAD WILLOWOOD, FL 34785 (352) 748-3126

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

S:\SURVEY\NEW SURVEY\ROADS\PIÑELLAS FRONTAGE ROAD\PIÑELLAS PLAZA ROAD DEDICATIONS.dwg, GWL

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 2 OF 2

C-139

S00°22'17"W 447.85'

WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 4-19-23

N00°22'17"E 130.00'

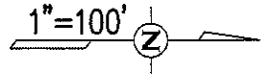
EAST RIGHT OF WAY LINE OF C-139

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE
SOUTHWEST 1/4 OF SECTION 4-19-23

POINT OF BEGINNING
A CORNER ON THE LANDS
DESCRIBED IN OFFICIAL RECORDS
BOOK 1796, PAGE 711
SUMTER COUNTY, FLORIDA

R=40.00' L=62.92' Δ=90°07'44"

R=40.00' L=62.74' Δ=89°52'16"



LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK
1796, PAGE 711
SUMTER COUNTY, FLORIDA

N89°30'00"W 714.89'

S89°30'00"E 715.73'

NORTHEAST CORNER OF
LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK
1796, PAGE 711
SUMTER COUNTY, FLORIDA

N89°30'00"W 163.81'

R=35.00' L=54.99' Δ=90°00'57"

N00°29'04"E 190.65'

N00°39'46"E 189.00'

S89°20'14"E 19.51'

R=35.00' L=54.97' Δ=89°59'03"

N00°39'46"E 19.56'

POINT "A"

SOUTH RIGHT OF WAY OF C-466A
ACCORDING TO OFFICIAL RECORDS
BOOK 2136, PAGE 413
SUMTER COUNTY, FLORIDA

S89°30'00"E 130.26'

C-466A

R=6.75' L=21.21' Δ=180°00'00"

NOT INCLUDED

S00°39'46"W 208.55'

S00°29'27"W 190.65'

POINT OF BEGINNING
(NOT INCLUDED PARCEL)

R=35.00' L=54.98' Δ=90°00'34"

R=35.00' L=54.97' Δ=89°59'26"

S89°30'00"E 33.02'

S00°30'00"W
50.00'



**FORNER
BAILEY**
AND ASSOCIATES, INC.

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Access Road Agreement for the Sumter County Service Center between The Villages of Lake-Sumter, Inc.

Work Session (Report Only) **DATE OF MEETING:** 7/28/2009
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: The Villages of Lake-Sumter, Inc.

Effective Date: 7/28/2009 Termination Date: _____
Managing Division / Dept: Public Works

BUDGET IMPACT: Perpetual Maintenance of additional roadway
 Annual **FUNDING SOURCE:** Public Works - Road & Bridge Fund
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

REQUESTED ACTION: Approve the Agreement

HISTORY/FACTS/ISSUES:

The contract is self explanatory and was requested by Sumter County to accommodate the flow of traffic to the new facility and to allow for a secondary access to C-466A in the event of any delays with the construction and acceptance of CR-139 widening project.

The short-term benefit is the construction and dedication of the access and the long-term benefit is direct access for more interconnectivity for customers in a manner to avoid impacts to C-466A and CR139 (customer convenience).

The impact is the long-term maintenance responsibility of the roadway.

DEPARTMENT RECOMMENDATION:

DEPARTMENT HEAD SIGNATURE _____

DIVISION RECOMMENDATION:

DIVISION DIRECTOR SIGNATURE: _____

COUNTY ADMINISTRATOR RECOMMENDED ACTION:

Approve the Contract



ACTION TAKEN BY THE BOARD:

DATE:

APPROVED

JUL 28 2009

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 28 day of July, 2009 ("Effective Date"), by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called the "**Developer**"), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called the "**County**").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

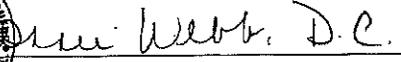
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

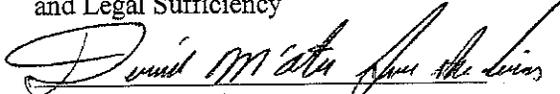

Garry Breeden, Chairman



ATTEST:


Christina Hayward, Clerk of the Court

Approved as to Form
and Legal Sufficiency

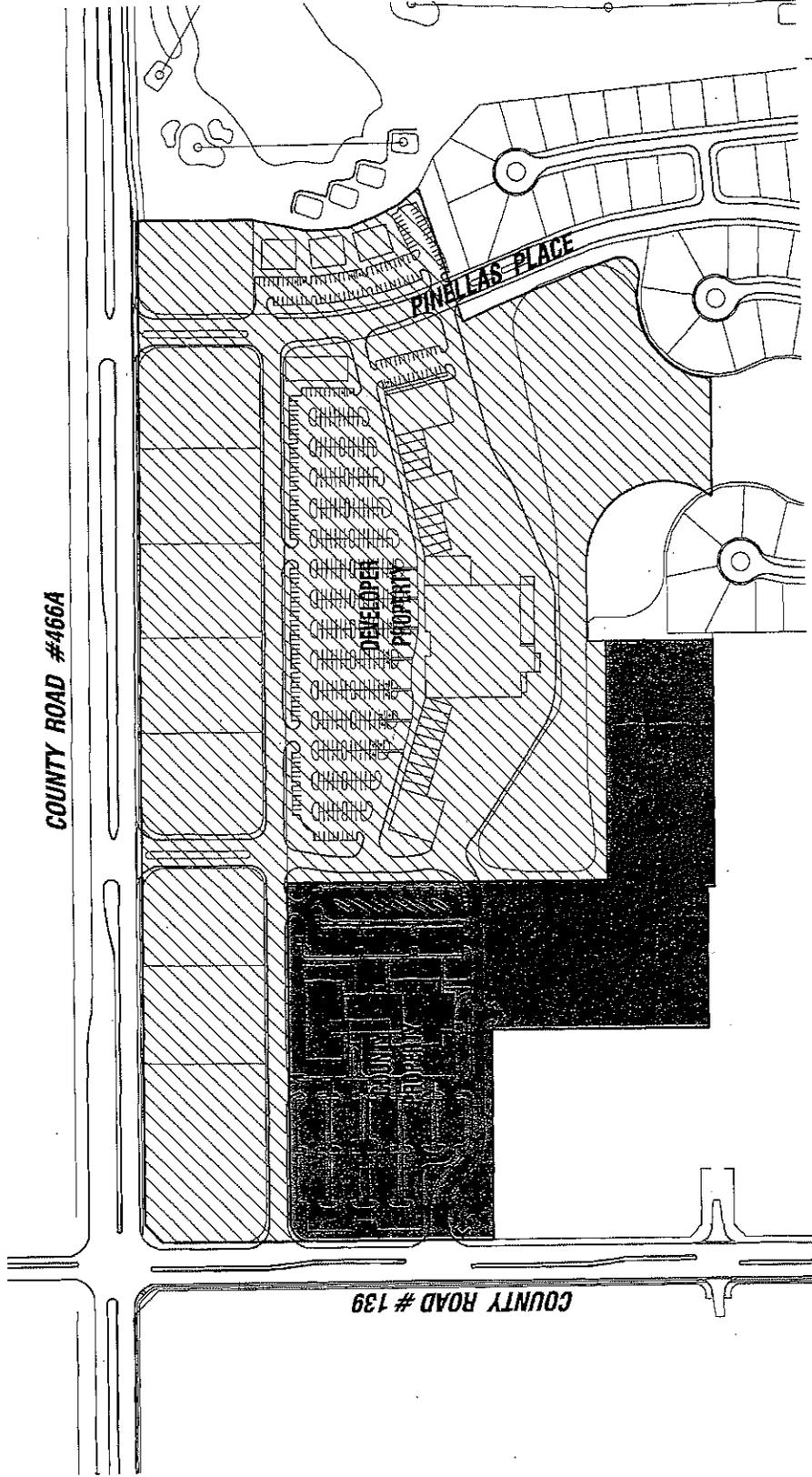

Sumter County Attorney

THE VILLAGES OF LAKE-SUMTER, INC.

ATTEST:

By: 
Gary L. Moyer, Vice President

By: 
Mark G. Morse, President



COUNTY ROAD #466A

COUNTY ROAD # 139

PINELLAS PLACE

DEVELOPER PROPERTY

COUNTY PROPERTY

EXHIBIT 1
SUMTER COUNTY COMPLEX
& PINELLAS PLAZA

JULY 1, 2009

DEVELOPER PROPERTY

COUNTY PROPERTY

FABNER BARBLEY
 AND ASSOCIATES, INC.
 ENGINEERS ARCHITECTS PLANNERS SURVEYORS A R ANDERS
 4100 PEEBLES ROAD, SUITE 200, WINTER HAVEN, FLORIDA 33894
 (888) 248-3388

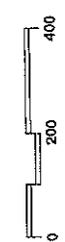
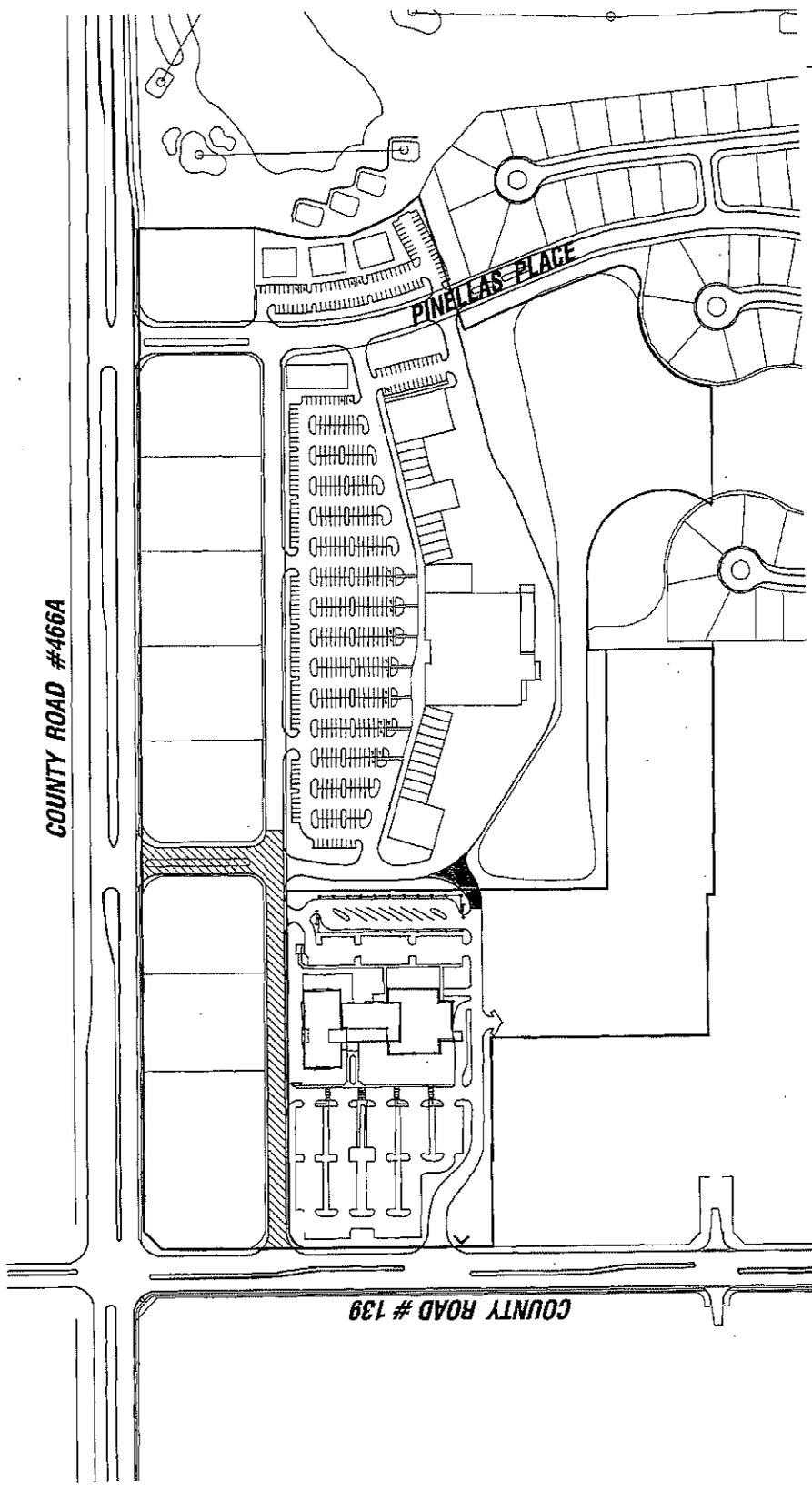


EXHIBIT 2
SUMTER COUNTY COMPLEX
& PINELLAS PLAZA
 JULY 1, 2009

-  POSSIBLE FUTURE CONNECT BY RECIPROCAL EASEMENTS
-  ROADWAYS TO BE CONSTRUCTED CONCURRENTLY WITH CONSTRUCTION OF SUMTER COUNTY COMPLEX

FABRLEY
 ARCHITECTS
 AND ASSOCIATES, INC.
 450 P.E. SAKA Drive • Orlando, Florida 32715 • (407) 746-3776

COUNTY ROAD #466A

COUNTY ROAD # 139

PINELLAS PLACE

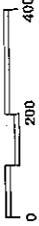
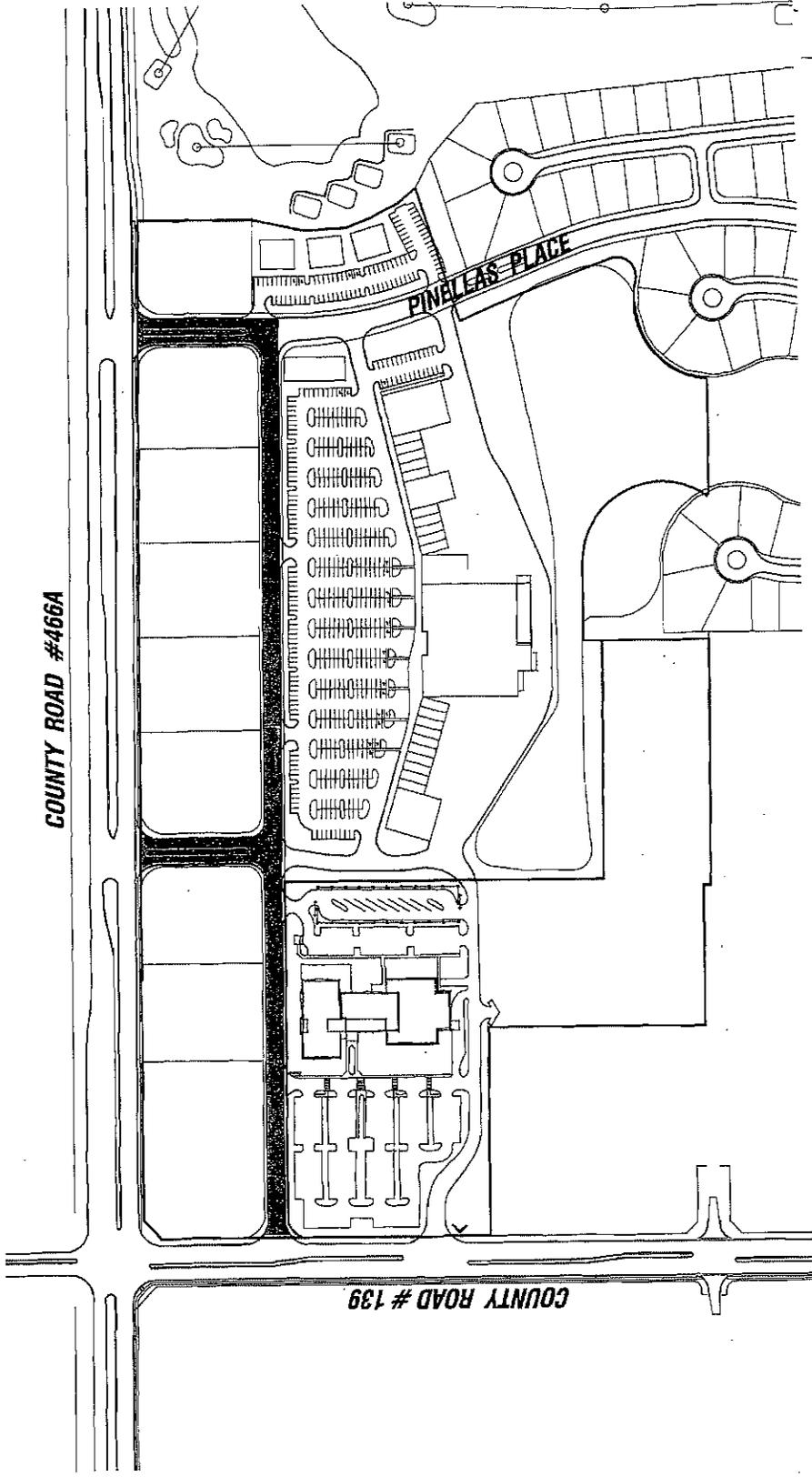


EXHIBIT 3
SUMMER COUNTY COMPLEX
& PINELLAS PLAZA
 JULY 1, 2009

ROADWAYS TO BE DEDICATED
 TO SUMMER COUNTY AND
 ACCEPTED BY SUMMER
 COUNTY FOR MAINTENANCE

EBNER
 ENGINEERS
 ARCHITECTS
 & PLANNERS
 420 P.E. Bay Road • Winter, Florida 32789 • (352) 744-1278
 Certificate of Authorization Number: 4785

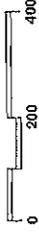
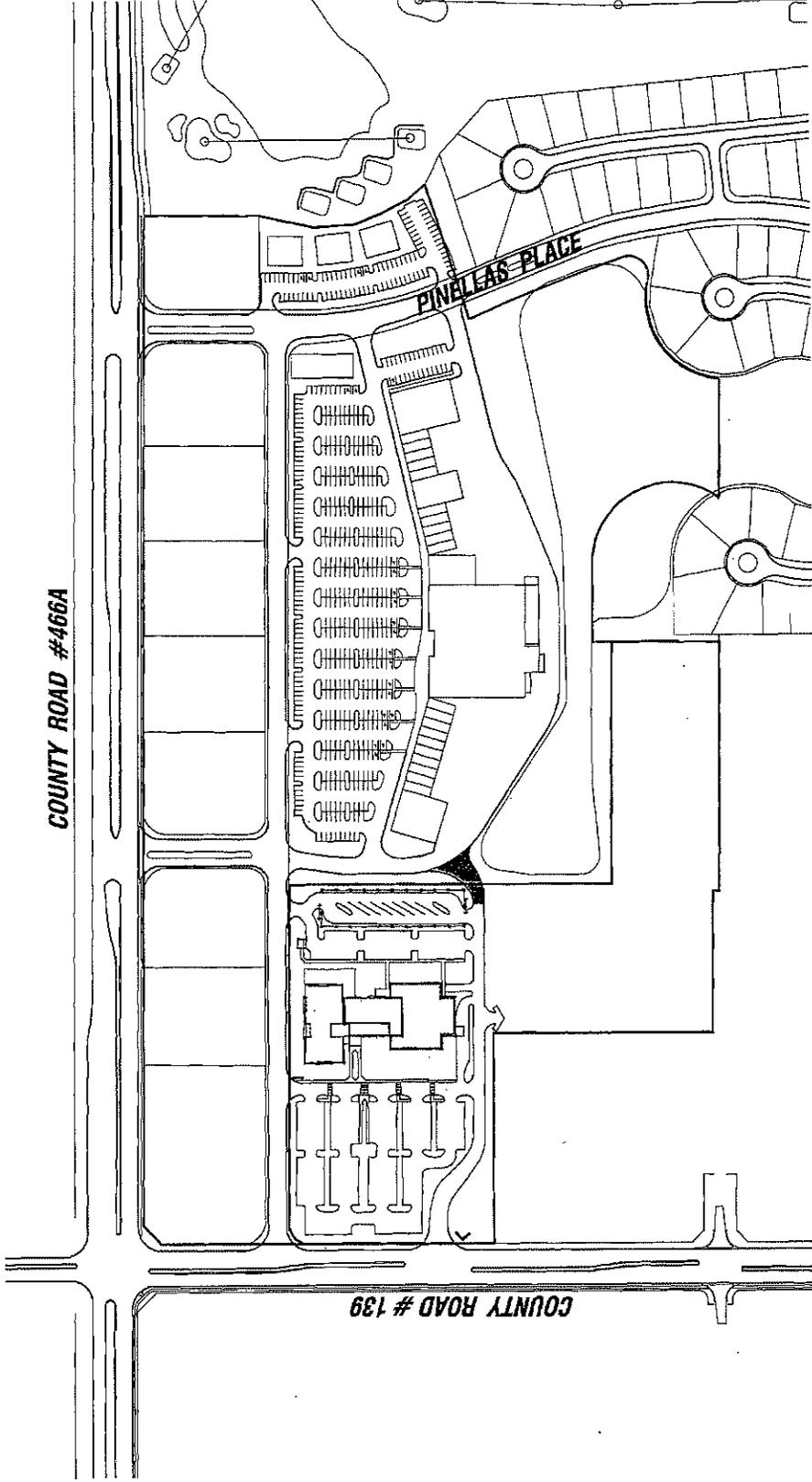


EXHIBIT 4
SUNTER COUNTY COMPLEX
& PINELLAS PLAZA

JULY 1, 2009

POSSIBLE FUTURE CONNECT
 BY RECIPROCAL EASEMENTS


**FARNER
 BEARLEY
 AND ASSOCIATES, INC.**
 Certified of Authorization Number: 1719
1400 N.W. 68th Street, Ft. Lauderdale, Florida 33309-3224

COUNTY ROAD # 139

COUNTY ROAD # 466A

PINELLAS PLACE

Exhibit 5

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

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

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