

## **ACCESS IMPROVEMENT AGREEMENT**

THIS ACCESS IMPROVEMENT AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 Villages"), and SUMTER COUNTY, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, Florida 34785 (hereinafter called the "County").

### **RECITALS**

1. The Villages has agreed to construct an interchange at County Road 468 and The Florida Turnpike according to the Proportionate Share Agreement by and between The Villages, Florida Department of Transportation and County dated 27<sup>th</sup> day of January, 2009 (the "Interchange").
2. Concurrently with the construction of the Interchange, the County will be widening County Road 468 from the Interchange to State Road 44 according to plans and specifications prepared by Springstead Engineering, Inc. Job Number 9710017.005 (the "CR 468 Project").
3. The CR 468 Project will require the construction of access improvements to better serve property owned by The Villages on the north and the south sides of County Road 468 ("Villages Access Improvements").
4. At this time the County and The Villages wish to enter into an agreement to coordinate the construction of the Interchange, the CR 468 Project and the Villages Access Improvements.

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 hereby incorporated into this Agreement, in haec verba
2. The "Villages Access Improvements" as defined herein shall include the engineering, design and construction of turn lanes serving only property owned by The Villages lying east of the Florida Turnpike interchange, to include grading and filling, base material, subgrade, piping, curbing, striping and stop signs, as generally depicted in the construction estimate and construction drawing attached here to as Exhibit "A". (2 pages)
3. Concurrently with the construction of the CR 468 Project, the County agrees to design and construct the Villages Access Improvements, and The Villages hereby agrees to pay the County for the Villages Access Improvements as follows:
  - A. Design and Engineering. The parties agree that The Villages shall pay to the County the total sum of \$5,600.00, which the parties agree shall be payable upon presentation by the County to The Villages of documentation certifying such amount, and further indicating that the design and engineering services for the Villages Access Improvements are complete.

B. Construction. In the County's bid documents, for the CR 468 Project and the Villages Access Improvements, the County shall request bids from the same contractors which contain separate line items for the CR 468 Project and the Villages Access Improvements. The Villages shall make monthly progress payments to the County as work progresses on the Villages Access Improvements, upon delivery from the County to The Villages of invoices certifying the percentage of work completed.

4. General Provisions.

A. Jurisdiction and Venue. The parties to this Agreement expressly consent to the jurisdiction of any court of general jurisdiction of the State of Florida, and further agree that venue for any such suit shall lie in Sumter County, Florida.

B. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, provided that the invalidated or unenforceable provision(s) is not material to the intended operation of this Agreement.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

\_\_\_\_\_  
Gloria Hayward, Clerk of Court

\_\_\_\_\_  
Chairman

Approved as to Form  
And Legal Sufficiency

\_\_\_\_\_  
Sumter County Attorney

ATTEST:

THE VILLAGES OF LAKE-SUMTER, INC.

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

By: \_\_\_\_\_  
H. Gary Morse, President/CEO