



**AGENDA**  
**PLANNING AND ZONING BOARD**  
**CITY OF WEBSTER**  
Webster City Hall, 85 E. Central Avenue  
May 11, 2023 - 6:00 P.M.

**I. CALL TO ORDER**

Pledge of Allegiance, Invocation  
Roll Call and Determination of Quorum

*Note. All public comment will be limited to 3 minutes per speaker. Anyone wishing to speak during citizen's forum or on an agenda item must fill out a speaker card and present it to the City Clerk prior to being recognized. All comments will be addressed after all speakers have spoken during citizen's forum or on a particular agenda item.*

**II. APPROVAL OF MINUTES**

Planning & Zoning – April 13, 2023  
M \_\_\_\_\_ S \_\_\_\_\_ Roll Call Vote

**III. PUBLIC HEARING**

Development Agreement-Walton Acquisitions  
M \_\_\_\_\_ S \_\_\_\_\_ Roll Call Vote

Ordinance 2023-10 Annexation-Parcel ID Q19-060-Southern Properties Florida, LLC./Robert Sanchez  
M \_\_\_\_\_ S \_\_\_\_\_ Roll Call Vote

Ordinance 2023-11 Annexation-Parcel ID Q19-086-South Sumter Self Storage, LLC.  
M \_\_\_\_\_ S \_\_\_\_\_ Roll Call Vote

**IV. ADJOURNMENT**

M \_\_\_\_\_ S \_\_\_\_\_ Roll Call Vote

PLEASE NOTE IN ACCORDANCE WITH FLORIDA STATUTE 286.105, ANY PERSON WHO DESIRES TO APPEAL ANY DECISION AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR THIS PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. ALSO, IN ACCORDANCE WITH FLORIDA STATUTE 286.26; PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK; 85 E. CENTRAL AVENUE; WEBSTER, FLORIDA; (352) 793-2073; 48 HOURS IN ADVANCE.



## **MINUTES**

### **CITY OF WEBSTER**

City Hall, 85 E Central Avenue

April 13, 2023

Planning and Zoning Meeting

6:00 P.M.

#### **I. CALL TO ORDER**

Chairwoman Yost called the meeting of the City of Webster Planning and Zoning Board to order at 6:00p.m. Present were board members: Shadae Solomon, Sandra McClanahan, and Chairwoman Diana Yost. Kristin Green was absent.

#### **II. APPROVAL OF THE MINUTES**

Board Member Solomon made a motion for approval of the minutes for March 9, 2023, seconded by Board Member McClanahan.

Vote was as follows:

Chairwoman Yost-Yes

Board Member Solomon-Yes

Board Member McClanahan-yes

Motion passed 3-0

#### **III. PUBLIC HEARING**

Board Member Solomon made a motion for approval of Ordinance 2023-0 Comprehensive Plan of Parcel ID's Q31-003 and Q31A001-Ginny Browning, seconded by Board Member McClanahan. City Planner Sue Farnsworth apprised board members about the Ordinance. Residents Judie Mueller and Debra Hawkins spoke. City Manager Naugler reminded the speakers this motion was for the Comprehensive Plan not the Rezoning.

Vote was as follows:

Chairwoman Yost-Yes

Board Member Solomon-Yes

Board Member McClanahan-Yes

Motion passed 3-0

Board Member Solomon made a motion for approval of Ordinance 2023-09 Rezoning of Parcel ID's Q31-003 and Q31A001-Ginny Browning, seconded by Board Member McClanahan. City Planner Sue Farnsworth apprised board members about the Ordinance. Resident Judie Mueller spoke.

Vote was as follows:

Chairwoman Yost-Yes

Board Member Solomon-No

Board Member McClanahan-Yes

Motion passed 2-1

#### **IV. ADJOURNMENT**

Board Member Solomon made a motion to adjourn, seconded by Board Member McClanahan.

Vote was as follows:

Chairwoman Yost-Yes

Board Member Solomon-Yes

Board Member McClanahan-Yes

Motion passed 3-0

Meeting adjourned at 6:29 P.M.

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Deanna Naugler, City Manager

Attest:

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Amy Flood, City Clerk

## **DEVELOPMENT AND UTILITY SERVICES AGREEMENT**

**THIS DEVELOPMENT AND UTILITY SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Webster, a municipal corporation of the State of Florida ("City"), and Walton Acquisitions FL, LLC, a Florida limited liability company (including, without limitation, any Assignee (defined below), hereinafter collectively referred to as "Developer").

### **WITNESSETH:**

**WHEREAS**, the Developer is the owner of certain real property located in the City of Webster, said real property being generally identified as parcel numbers Q17-007, Q18-007, Q19-001, Q19-002, and Q20-002 in the Public Records of Sumter County, Florida and more clearly described on the attached **Exhibit A** (the "Property"); and

**WHEREAS**, Developer submitted and City has approved a Conceptual Master Plan of Development to City in conjunction with simultaneous applications for a large scale comprehensive plan amendment and rezoning to Residential Planned Unit Development; and

**WHEREAS**, Developer intends to develop a residential development consisting of no more than 754 single-family residential units, as well as associated amenities depicted on the concept plan accompanying Developer's RPUD (the "Project");

**WHEREAS**, City owns and operates a central water system and a central sanitary sewer system in the City of Webster, Sumter County, Florida, and as such provides water and sewer services to properties and the occupants thereof within the City; and

**WHEREAS**, Developer desires to connect to the City's central water system and sewer systems, and City desires to serve the Project, pursuant to the terms set forth herein; and

**WHEREAS**, Developer must develop the Project pursuant to the terms set forth herein and all applicable provisions of the City of Webster Code of Ordinances and Land Development Code and the Sumter County Code of Ordinances and Land Development Code, including but not limited to securing all necessary permits or approvals such as final site plan approval.

**WHEREAS**, Developer may assign all of its rights in whole or in part and delegate its obligations under this Agreement to third parties ("Assignee"). Immediately upon such assignment, Developer shall provide written notice to City and thereafter be released from any further obligations or liability hereunder.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties do hereby covenant and agree as follows:

**1.     RECITALS.** The above stated recitals (whereas clauses) to this Agreement are hereby adopted and form a material part of this Agreement and the consideration hereof upon which the parties have relied.

2. **WEBSTER LAND DEVELOPMENT CODE.** Developer understands and agrees that the approval and development of the Project shall, at all times, be governed by, and developed in accordance with, the City of Webster, FL Land Development Code ("LDC"). In particular, Division 2 of the LDC sets forth the approval process required to be followed by Developer and Division 6 sets forth the Subdivision process that must be followed. The Project is deemed to be a Major Development as defined in Sec. 13-312 of the LDC.

3. **STRUCTURES AND ADDITIONS.** Developer may construct attached or detached single-family residential structures and accessory structures, of conventional construction and meeting the Florida Building Code, within the Project. Shipping containers may not be utilized as storage structures. Manufactured homes shall not be permitted.

4. **TERM.** The duration of this agreement shall be thirty (30) years, which may be extended by mutual consent of the City and the Developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the said agreement and the parties recognize that technology and tourism will change over the life of the Project. Accordingly, other structures or accessories similar to or which evolve from the above that are consistent with the Project or the intent of the Project and that replace or support the vehicles or structures approved by this Agreement shall be allowed at the Project without further approval.

5. **TRANSPORTATION FACILITIES; CONCURRENCY; OWNER CONTRIBUTIONS.**

(a) **Internal Publicly Dedicated Roadway Improvements.** All interior roads within the Project shall be constructed and paved by the Developer and provide for safe travel. All roads in the Project will be privately owned and maintained by the Developer and/or the Homeowners Association established by the Developer at its/their own expense. All such roads shall be designed and constructed in a manner that complies with the City of Webster and Sumter County Code(s) of Ordinances.

(b) **Traffic Study.** Developer shall provide a traffic impact analysis (a) prepared in accordance with a methodology agreed to by City and Sumter County; and (b) reviewed, approved and accepted City or County.

(c) **Mitigation.** The Traffic Study shall identify any Deficient Facilities. "Deficient Facilities" is intended to mean any public road, street or highway (collectively "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study, of which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is projected to be inadequate (based upon existing and projected future background traffic) prior to development of the Property. Developer will mitigate their proportionate share of Deficient Facilities by constructing, and dedicating of any required ROW for, such Deficient Facilities during Project development, if commenced.

6. **CENTRAL WATER DISTRIBUTION SYSTEM.**

(a) The Developer shall construct internal potable water lines within the Project.

(b) The Developer shall construct the water distribution system and shall connect the Project's water distribution system to the City's water system.



(c) The Developer may utilize existing on-site wells and drill new wells if needed for irrigation purposes or as otherwise agreed to by the parties. The Developer will secure all necessary permits for its use or construction of any well. No cross-connection of any well with City's water system shall be allowed.

(d) Any new water distribution, transmission, treatment, storage and production facilities, including all pipes, lines, meters, couplings, pumps, water mains, wells and appurtenant equipment necessary for City to provide potable and fire flow water service to the Project and located outside of the Project boundary ("Offsite Water Utilities") may, at City's reasonable option, be designed, permitted and/or constructed by Developer at the Developer's expense. However, Developer shall be entitled to credits pursuant to Section 8, below.

**7. CENTRAL SEWER COLLECTION SYSTEM.**

(a) The Developer shall construct the internal sewer lines within the Project.

(b) The Developer shall construct the sewer collection system and shall connect the Project's sewer collection system to the City's sewer system.

(c) Any new wastewater collection, transmission, treatment, storage or production facilities, including all pipes, lines, meters, force mains, pumps, couplings, lift stations, and appurtenant equipment necessary for City to provide wastewater service to the Project and located outside of the Project boundary ("Offsite Wastewater Utilities") may, at City's reasonable option, be designed, permitted and/or constructed by Developer at the Developer's expense. However, Developer shall be entitled to credits pursuant to Section 8, below.

(d) Actual sewer usage will be charged to the Project pursuant to the then-current Code of Ordinances and based on metered water usage.

**8. DEDICATION; CREDITS FOR OFFSITE WATER AND WASTEWATER UTILITIES.**

(a) Completion; Reporting. If any Offsite Water Utilities and/or Offsite Wastewater Utilities are designed, permitted or constructed at Developer's expense, then, upon completion of the design, permitting and construction of Offsite Water Utilities and Offsite Wastewater Utilities, Developer shall furnish to City a statement, certified as correct by Developer, itemizing in reasonable detail the actual costs of construction. Developer further grants to City the right and privilege within thirty (30) days from receipt of the final cost accounting, either by itself or its authorized agents or employees and at the City's sole cost and expense, to inspect the invoices, evidence of payments, and other books and records of Developer, to confirm the exact costs as reflected in the final accounting provided to City.

(b) Inspection; Dedication. If any Offsite Water Utilities and/or Offsite Wastewater Utilities are designed, permitted or constructed at Developer's expense, then City shall have the right to review and approve such designs, plans, permits or construction to ensure compliance with the City's Code of Ordinances and applicable specifications, not to be unreasonably withheld, conditioned or delayed. Upon completion of construction of such Offsite Water Utilities and Offsite Wastewater Utilities, City may inspect all such improvements to confirm compliance, following which Developer shall dedicate or convey all Offsite Water Utilities and Offsite Wastewater Utilities to City together with a maintenance bond for such utility facilities with a term of two (2) years or as otherwise agreed to by the parties.

(c) Developer Utility Credits. Developer shall be entitled to credits in lieu of reimbursement for costs expended by Developer on the design, permitting and construction activities described in Sections 6 and 7, above, concerning Offsite Water Utilities and Offsite Wastewater Utilities, which shall be applied as credits against fees or charges that would otherwise be payable by Developer for capacity charges, tap in fees, connection fees, installation fees, or water or sewer impact fees, or otherwise payable water or wastewater fees or capital charges ("Utility Charges") based upon the City's then-current Code of Ordinances and rate resolution for development within the Project. The number of credits due shall be calculated by dividing the verified Developer costs by the Utility Charges.

(d) Assignment. Utility credits granted under this Section may be assigned by the Developer to third parties. Immediately upon such assignment, Developer shall provide written notice to City. Following such notice, any remaining utility credits described in the foregoing paragraph shall inure to the benefit of the assignee and may be applied as set forth in this Section 8.

9. **PRIORITY.** The Developer shall be entitled to potable water and sanitary sewer capacity available upon the approval of its RPUD rezoning and this Agreement on a first come, first served basis.

10. **SUMTER COUNTY ROAD IMPACT FEES.** Road Impact Fees are assessed by and directed by Sumter County pursuant to Chapter 20, Article III, Sumter County Code of Ordinances.

11. **NOTICES.** Until further written notice by either party to the other, all notices necessary to the effectuation of any provision of this Agreement shall be delivered by certified mail, return receipt requested to the following addresses:

**To City:** City of Webster  
Attn: City Manager  
85 East Central Avenue  
Webster, Florida 33597

**With copy to:** Stenstrom, McIntosh, Colbert & Whigham, PA  
300 International Parkway, Suite 100  
Lake Mary, FL 32745  
Attn: William Colbert

**To Developer:** Walton Acquisitions FL, LLC  
Attn: Legal  
8800 N Gainey Center Dr., Suite 345  
Scottsdale, AZ 85258

**With a copy to:** Akerman LLP  
Attn: Christopher McCranie  
50 N. Laura Street, Ste. 3100  
Jacksonville, FL 32210

12. **FUTURE DEVELOPMENT.**

(a) The terms and conditions of this Agreement shall govern and control any future development or expansion of the Project by the Developer on or relative to any real estate contiguous to the Property.

(b) A site development permit application or platting application for the first phase of the Project (the "First Phase Application") shall be submitted within twenty-four (24) months of the Effective Date of this Agreement. The foregoing notwithstanding, the City Manager may extend this deadline for up to one (1) year if permitting has otherwise proceeded in good faith.

(c) The conceptual master plan of development shall expire on the date that is the later of ten (10) years from the date of (i) zoning approval or (ii) approval of the First Phase Application if construction of infrastructure has not been completed on the first phase of the project. The foregoing notwithstanding, the City Manager may extend this deadline for up to one (1) year if permitting and development have otherwise proceeded in good faith.

(d) Development densities and intensities shall comply with the Webster-Sumter County Unified Comprehensive Plan's Urban Residential Future Land Use District and the Residential Planned Unit Development Zoning and conceptual plan approved in connection with the Property.

**13. SUCCESSORS IN INTEREST.** The rights, privileges, obligations and covenants of the City and Developer shall survive the completion of the work contemplated by this Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer and the City, their respective assigns, successors by merger, consolidation, conveyance or otherwise.

**14. CONTINGENCY.** Notwithstanding any provision of this Agreement to the contrary, the obligations of Developer under this Agreement shall be contingent upon (a) the acquisition by Developer of all rights-of-way and easements necessary for the extension and construction of the water distribution and sewer collection system and (b) the obtaining of all other applicable permits from all other departments of the City, County, state or Federal governments necessary to the construction and installation of the water distribution and sewer collection systems. Developer agrees to utilize its best efforts to immediately undertake the acquisition of necessary rights-of-way and easements as well as to obtain all necessary permits from all applicable governmental agencies.

**15. DEFAULT.** If Developer cannot obtain necessary rights-of-ways and easements or all necessary permits, then the terms of this Agreement become null and void, and any monies deposited with the City shall be returned to Developer within fifteen (15) days of Developer's notification to the City that such rights-of-way, easements and/or permits cannot be obtained.

**16. NON-PERFORMANCE; CATASTROPHE.** In the event that performance of this Agreement by either party is prevented or interrupted as a consequence of any cause beyond the control of Developer or the City, including, but not limited to Acts of God, or the public enemy, or a national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, pandemic, racial or civil rights disorder or demonstration, strike, embargo, flood, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe, neither party shall be liable to the other for such non-performance.

**17. ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement and understanding between the parties with respect to the subject matter hereto, and supersedes all prior agreements, representations and understandings, either oral, written or otherwise relating thereto. The terms of this Agreement shall be incorporated by this reference in the Building Permit whether specifically stated therein or not.

**IN WITNESS WHEREOF,** the parties have set their hands and seals the day and year first above written in manner and form sufficient to bind them.



**Signed, sealed, and delivered in the presence of:**

**City of Webster**, a Florida municipal corporation

By: \_\_\_\_\_

Name: Deanna Naugler

Title: City Manager

**Approved as to form and legality:**

By: \_\_\_\_\_

Name: William L. Colbert

Title: City Attorney

**Walton Acquisitions FL, LLC**, a Florida limited liability company on behalf of itself in its capacity as owner and on behalf of all other owners in its capacity as manager, operator or agent, as applicable

By: **Walton International Group, Inc.**, a Nevada corporation  
Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

That certain real property situated in Sumter County, Florida, more particularly described as follows:

Legal Description for Parcel Number Q17-007

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 17, Township 21 South Range 23 East, Sumter County, Florida.

Legal Description for Parcel Number Q18-007

The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 21 South, Range 23 East, Sumter County, Florida

Legal Description for Parcel Number Q19-001

The Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Less the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , of the Northeast  $\frac{1}{4}$  of Section 19, township 21 South, Range 23 East, Sumter County, Florida

Legal Description for Parcel Number Q19-002

The Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 19, Township 21 South, Range 23 East, Sumter County, Florida.

Less the West 370.00 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 19, Township 21 South, Range 23 East, Sumter County, Florida. Less right-of-way for County Road No. 48 Across the South Side thereof.

Legal Description for Parcel Number Q20-002

The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 20, Township 21 South, Range 23 East, Sumter County, Florida.

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS Q19-060 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, TOGETHER WITH ASSOCIATED RIGHTS-OF-WAYS; REDEFINING THE BOUNDARIES OF THE CITY OF WEBSTER TO INCLUDE SAID PROPERTY; AMENDING THE BOUNDARIES OF THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 166.031, *FLORIDA STATUTES*; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF SUMTER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Southern Properties Florida, LLC., applied for annexation of property into the City of Webster and is hereby determined to be the fee simple title owner of the real property described below; and

**WHEREAS**, the said applicant petitioned the City of Webster, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Webster; and

**WHEREAS**, the applicant is the fee simple title owner of all of said property being described by Tax Identification Parcel Numbers as follows:

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
<b>Q19-060</b>	<b>Southern Properties Florida, LLC.</b>

**WHEREAS**, the City Council, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of Webster is within an unincorporated area of Sumter County, is reasonably compact and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

**WHEREAS**, the City Council of the City of Webster, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS**, the City Council of the City of Webster, Florida hereby determines that it is to the advantage of the City of Webster and in the best interests of the citizens of the City of Webster to annex the aforescribed property; and

**WHEREAS**, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

**WHEREAS**, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

*Recording.*—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and

Demographic Research along with a statement specifying the population census effect and the affected land area.

**WHEREAS**, the map and the legal description attached hereto as Exhibit "A" shows, describes, and depicts the property and associated rights-of-ways which are hereby annexed into the City of Webster said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.**

(a). The recitals set forth above in the "whereas clauses" are hereby adopted as legislative findings of the City Council of the City of Webster.

(b). The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and being specifically described as set forth below, together with all abutting right-of-way if any such rights-of-ways are not currently located within the City Limits of the City, said property being situated in Sumter County, Florida, and said property is hereby annexed into and are hereby made a part of the City of Webster, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*:

**LEGAL DESCRIPTION**

All the above lands and real property being located in Sumter County, Florida. (See Exhibit "A").

(c). The property owner of the annexed property fully understands that all of the costs of routing and installing all utility services to the annexed property that may result and be incurred and the obligation to pay any and all applicable fees in any way



relating to connection to, and provision of services by, the City's utility systems shall be borne totally by the property owner.

(d). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, "[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State." This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties.

## **SECTION 2. EFFECT OF ANNEXATION.**

Upon this Ordinance becoming effective, the property owner of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owner of the City of Webster, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Webster, Florida and the provisions of said Chapter 171, *Florida Statutes*.

## **SECTION 3. ADMINISTRATIVE ACTIONS.**

(a). Within 7 days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Sumter County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Clerk shall ensure that the property annexed by this Ordinance is incorporated into the *City of Webster Comprehensive Plan* and the Official Zoning Map of the City of Webster in an expeditious manner and, in accordance with, and pursuant

to, the provisions of Under the authority of Section 166.031 (3), *Florida Statutes*, the City Clerk shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

#### **SECTION 4. CONFLICTS.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

#### **SECTION 5. SEVERABILITY.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

#### **SECTION 6. CODIFICATION.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Webster by the City Clerk who is hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY COUNCIL OF THE CITY  
OF WEBSTER, FLORIDA**

\_\_\_\_\_  
Bobby Yost, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
Amy Flood, City Clerk

\_\_\_\_\_  
William L. Colbert, City Attorney

## Exhibit A

Parcels: (Q19-060)

Parcel 1:

The Northerly 1037.40 feet of the following described parcel of land:

The Southwest 1/4 of the Southwest 1/4 and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, Section 19, Township 21 South, Range 23 East, Sumter County, Florida.

LESS road right of way;

AND LESS the North 300 feet of the West 300 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4;

AND LESS the East 417.42 of the West 989.17 feet of the South 233.71 feet of the Southwest 1/4 of the Southwest 1/4;

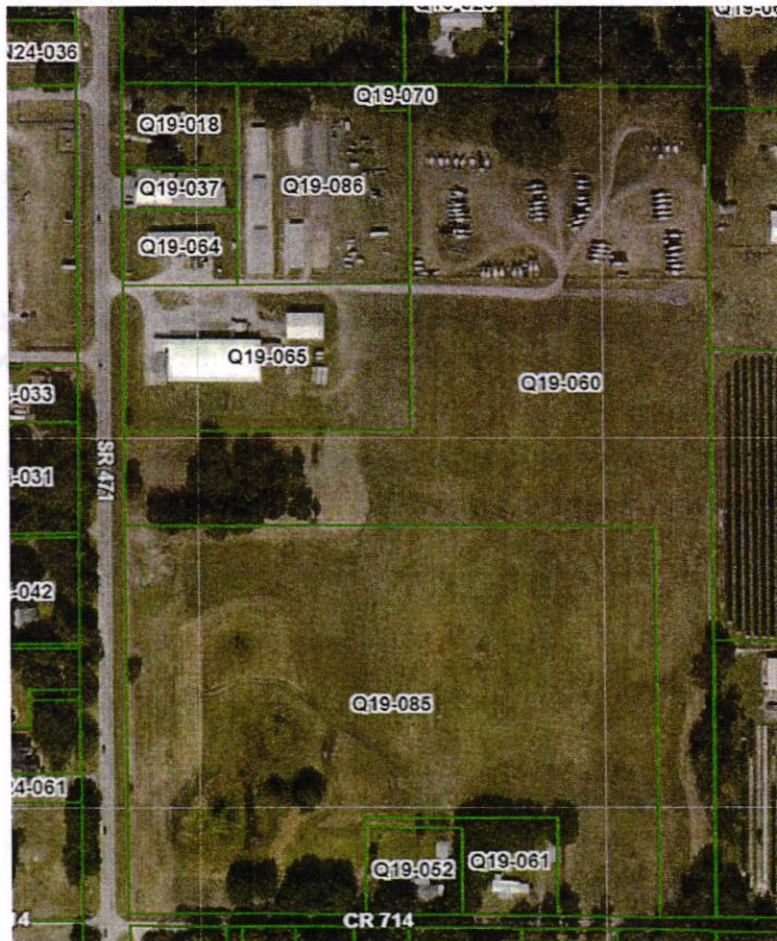
AND LESS the South 350.00 of the North 827.40 feet of the West 672.76 feet of the South 3/4 of the West 1/2 of the Southwest 1/4;

AND LESS the South 177.40 feet of the North 477.40 feet of the West 300 feet of the South 3/4 of the West 1/2 of the Southwest 1/4;

AND LESS the East 90 feet of West 390 feet of the North 477.40 feet of the South 3/4 of the West 1/2 of the Southwest 1/4;

AND LESS the North 477.40 feet of the East 282.76 feet of the West 672.76 feet of the South 3/4 of the West 1/2 of the Southwest 1/4.

All being in Sumter County, Florida.





# PETITION FOR VOLUNTARY ANNEXATION

(Sec. 171.044, Florida Statutes)

**TO: THE WEBSTER CITY COMMISSION**  
**City of Webster**  
**State of Florida**

**Come now the Owner or Legal Representative whose name(s) appear below:**

Southern Properties Florida, LLC.  
Robert Sanchez

**being all of the owner(s) of the following described property:**

**SUMTER COUNTY**  
**PARCEL NUMBER**

Q19-060

**and petition the City Commissioner for the City of Webster, Florida, to annex the described property into the City of Webster, and to redefine the City limits of the City of Webster in such manner as to include such property.**

**Petitioner(s) hereby state:**

1. That the described real property is in an unincorporated area of Sumter County, Florida, which is, or will be, contiguous to the City of Webster at the time of final annexation, and;
2. That the real property sought to be annexed to the City of Webster is, or will be, reasonably compact within the meaning of the law at the time of final annexation, and;
3. That an annexation of the described real property will not result in the creation of an enclave, in violation of law at the time of final annexation.
4. I understand that all rules, regulations and taxation of the City will apply upon annexation into the City.

This petition has been executed on the 27th day of April, 2023.



OWNER(S) OR LEGAL REPRESENTATIVE

Signature

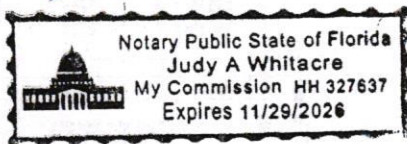
Witness

Signature

Witness

Judy A. Whitacre

This petition was acknowledged before me on 27th day of April, 2023. (Personally known to me) or identification provided \_\_\_\_\_.

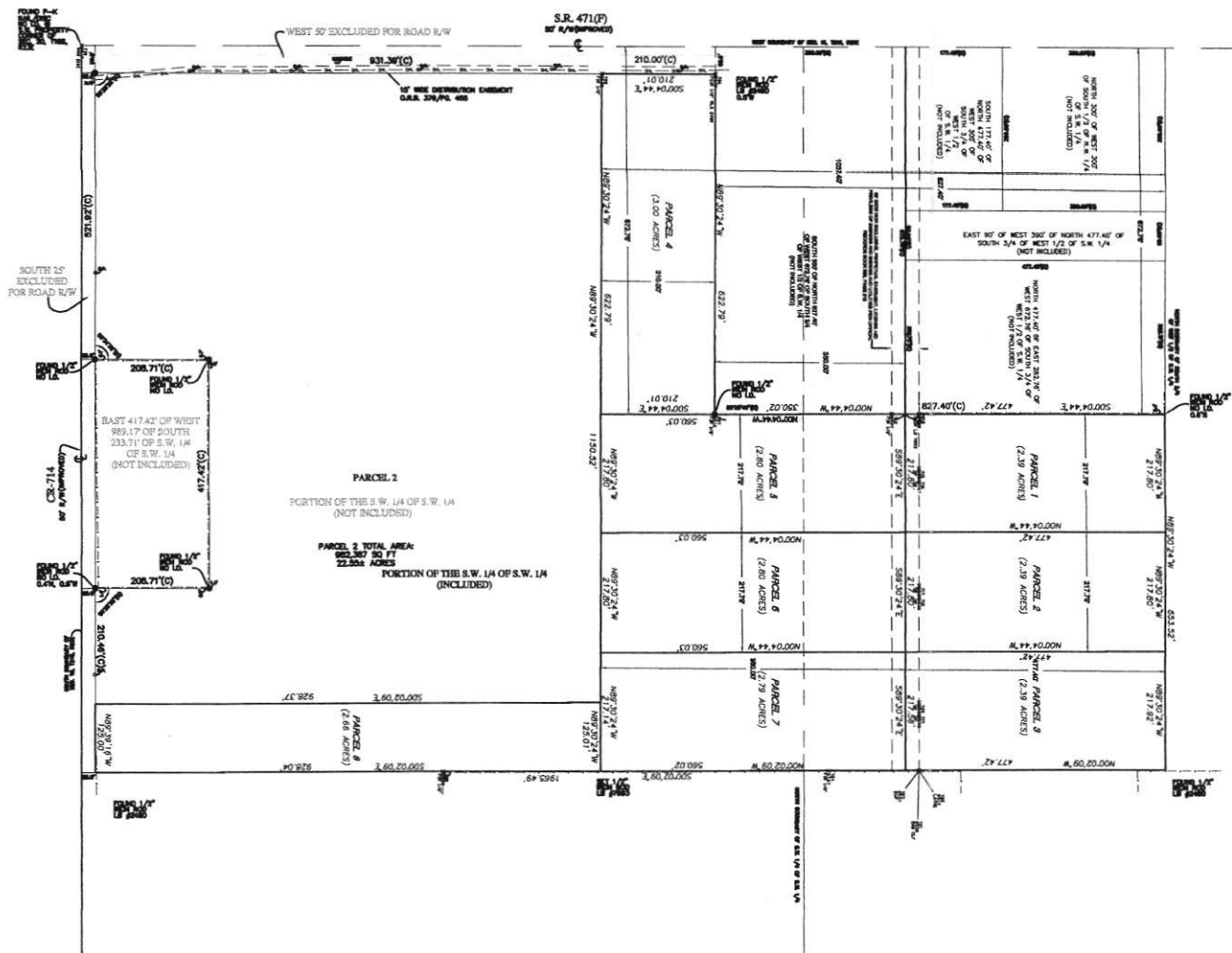


Notary Signature Judy A. Whitacre

OFFICIAL USE ONLY:

Received: City of Webster, Florida, on 1st day of May, 2023.

Present City Zoning May 11, 2023



ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS Q19-060086 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, TOGETHER WITH ASSOCIATED RIGHTS-OF-WAYS; REDEFINING THE BOUNDARIES OF THE CITY OF WEBSTER TO INCLUDE SAID PROPERTY; AMENDING THE BOUNDARIES OF THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 166.031, *FLORIDA STATUTES*; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF SUMTER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, South Sumter Self Storage, LLC., applied for annexation of property into the City of Webster and is hereby determined to be the fee simple title owner of the real property described below; and

**WHEREAS**, the said applicant petitioned the City of Webster, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Webster; and

**WHEREAS**, the applicant is the fee simple title owner of all of said property being described by Tax Identification Parcel Numbers as follows:

Tax Identification Parcel Number	Owner
Q19-086	South Sumter Self Storage, LLC.

**WHEREAS**, the City Council, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of Webster is within an unincorporated area of Sumter County, is reasonably compact and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

**WHEREAS**, the City Council of the City of Webster, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS**, the City Council of the City of Webster, Florida hereby determines that it is to the advantage of the City of Webster and in the best interests of the citizens of the City of Webster to annex the aforescribed property; and

**WHEREAS**, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

**WHEREAS**, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

*Recording.*—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and

Demographic Research along with a statement specifying the population census effect and the affected land area.

**WHEREAS**, the map and the legal description attached hereto as Exhibit "A" shows, describes, and depicts the property and associated rights-of-ways which are hereby annexed into the City of Webster said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.**

(a). The recitals set forth above in the "whereas clauses" are hereby adopted as legislative findings of the City Council of the City of Webster.

(b). The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and being specifically described as set forth below, together with all abutting right-of-way if any such rights-of-ways are not currently located within the City Limits of the City, said property being situated in Sumter County, Florida, and said property is hereby annexed into and are hereby made a part of the City of Webster, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*:

**LEGAL DESCRIPTION**

All the above lands and real property being located in Sumter County, Florida. (See Exhibit "A").

(c). The property owner of the annexed property fully understands that all of the costs of routing and installing all utility services to the annexed property that may result and be incurred and the obligation to pay any and all applicable fees in any way



relating to connection to, and provision of services by, the City's utility systems shall be borne totally by the property owner.

(d). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, "[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State." This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties.

## **SECTION 2. EFFECT OF ANNEXATION.**

Upon this Ordinance becoming effective, the property owner of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owner of the City of Webster, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Webster, Florida and the provisions of said Chapter 171, *Florida Statutes*.

## **SECTION 3. ADMINISTRATIVE ACTIONS.**

(a). Within 7 days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Sumter County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Clerk shall ensure that the property annexed by this Ordinance is incorporated into the *City of Webster Comprehensive Plan* and the Official Zoning Map of the City of Webster in an expeditious manner and, in accordance with, and pursuant

to, the provisions of Under the authority of Section 166.031 (3), *Florida Statutes*, the City Clerk shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

#### **SECTION 4. CONFLICTS.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

#### **SECTION 5. SEVERABILITY.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

#### **SECTION 6. CODIFICATION.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Webster by the City Clerk who is hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY COUNCIL OF THE CITY  
OF WEBSTER, FLORIDA**

\_\_\_\_\_  
Bobby Yost, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
Amy Flood, City Clerk

\_\_\_\_\_  
William L. Colbert, City Attorney

## Exhibit A

Parcels: (Q19-086)

THE NORTH 477.40 FEET OF THE EAST 282.76 FEET OF THE WEST 672.76 FEET OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE EAST 90 FEET OF THE WEST 390 FEET OF THE NORTH 477.40 FEET OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

THE NORTH 60.0 FEET OF THE NORTH 477.40 FEET OF THE EAST 60.0 FEET OF THE EAST 282.76 FEET OF THE WEST 672.76 FEET OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH, SUBJECT TO AND RESERVING TO GRANTOR FOR JOINT USE, THAT CERTAIN EASEMENT FOR INGRESS, EGRESS, ACCESS AND UTILITIES AS PROVIDED FOR IN THAT CERTAIN RECIPROCAL NON-EXCLUSIVE PERPETUAL ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3741, PAGE 405, ON APRIL 16, 2020, AS AMENDED AND RESTATED BY AMENDED AND RESTATED RECIPROCAL NON-EXCLUSIVE PERPETUAL ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4252, PAGE 524, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 50 FEET OF THE NORTH 502.40 FEET OF THE WEST 672.76 FEET OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR STATE ROAD NO. 471 ACROSS THE WEST SIDE THEREOF.

ALSO TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, MAINTENANCE AND CONSTRUCTION OF SIGNAGE CONTAINED IN THAT CERTAIN AMENDED AND RESTATED SIGN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4248, PAGE 753, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

All being in Sumter County, Florida.



# PETITION FOR VOLUNTARY ANNEXATION

(Sec. 171.044, Florida Statutes)

**TO: THE WEBSTER CITY COMMISSION**  
**City of Webster**  
**State of Florida**

**Come now the Owner or Legal Representative whose name(s) appear below:**

South Sumter Self Storage LLC.  
Benjamin Antonucci

**being all of the owner(s) of the following described property:**

**SUMTER COUNTY**  
**PARCEL NUMBER**

Q19-086

**and petition the City Commissioner for the City of Webster, Florida, to annex the described property into the City of Webster, and to redefine the City limits of the City of Webster in such manner as to include such property.**

**Petitioner(s) hereby state:**

1. That the described real property is in an unincorporated area of Sumter County, Florida, which is, or will be, contiguous to the City of Webster at the time of final annexation, and:
2. That the real property sought to be annexed to the City of Webster is, or will be, reasonably compact within the meaning of the law at the time of final annexation, and;
3. That an annexation of the described real property will not result in the creation of an enclave, in violation of law at the time of final annexation.
4. I understand that all rules, regulations and taxation of the City will apply upon annexation into the City.

This petition has been executed on the 41<sup>th</sup> day of April, 2023.



OWNER(S) OR LEGAL REPRESENTATIVE

[Signature]  
Signature

[Signature]  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

This petition was acknowledged before me on 4<sup>th</sup> day of April, 2023. Personally known to me or identification provided \_\_\_\_\_.

[Signature]  
Notary Signature

PETER A. ANTONUCCI  
Notary Public, State of New York  
No. 01AN4712125  
Qualified in Genesee County  
My Commission Expires July 31, 2026

OFFICIAL USE ONLY:

Received: City of Webster, Florida, on 3<sup>rd</sup> day of May, 2023.

Present City Zoning May 11. 2023.