# AMENDED AND RESTATED DEVELOPMENT AGREEMENT

**BETWEEN** 

#### THE CITY OF WEBSTER

AND

#### RRR TOWN CENTER, LLC

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective as of the date set forth below, by and between the City of Webster, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and RRR Town Center, LLC. (hereinafter 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 Parcels S01-031, S01-013, and S01-131 in the Public Records of Sumter County, Florida and more clearly described on Exhibit "A" attached hereto ("the Property"); and

WHEREAS, the City of Webster and Developer have previously entered into and executed a Development Agreement for the Property dated December 23, 2021, and recorded in the Official Records of Sumter County, Florida on December 10, 2021, as Instrument No. 202160066711, Book 4160, Page 523 ("Development Agreement"); and

WHEREAS, the Development Agreement provided for the development of the Property by the Developer as a mixed-use development consisting of single-family homes, an RV Park and commercial buildings; and

WHEREAS, Developer has notified the City that it now intends to develop only as single-family homes and commercial buildings on the Property and has requested that all references to an RV Park being developed on the Property be removed from the Development Agreement; and

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Initials:	/
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WHEREAS, the Developer has represented to the City that it intends to develop a mixed-use development on the Property consisting of the following (the "Project"):

- 1. Single-Family Residential units. No less than 110 single family homes and no more than 328 at a maximum density of 8 units per gross acre. Units may be clustered at a rate up to 12 dwelling units per acre.
- 2. Commercial buildings along the frontage abutting SR471 or no more than 75,000 square feet and associated amenities on the Property.

WHEREAS, the City owns and operates a central water system and a central 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 for a fee; and

WHEREAS, the Developer desires to connect to the City's central water system and sewer systems; and

WHEREAS, the Developer will submit a Conceptual Master Plan of Development as a zoning application to the City; and

WHEREAS, the City and Developer have agreed to enter into this Agreement to amend and restate the terms and conditions governing Developer's development of the Project.

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

#### I. RECITATIONS

The above recitations (WHEREAS clauses) are true and correct and are incorporated herein by this reference.

#### II. STRUCTURES AND ADDITIONS

A. The following structures, and accessories (of conventional construction or prefabricated) will be allowed on or at the Project:

- 1. Residential and non-residential structures that meet Florida Building Code standards.
- 2. Single Family Homes may be attached or detached.
- 3. Shipping containers may not be utilized as storage structures.
- B. It is intended by the parties hereto that the duration of this Agreement shall not exceed 10 years, but which may be extended by mutual consent of the City of Webster 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.

#### III. ROADS AND BUFFERS

- A. All interior roads will be paved and provide for safe travel. The Developer shall construct internal roadways to Sumter County's standards in single-family residential and commercial areas.
- B. For the single-family home section, the Developer will dedicate the internal roadway development to the public. All roads in the development will remain private and maintenance of said roads shall remain the responsibility of the Developer.

#### IV. WATER DISTRIBUTION SYSTEM

- A. The Developer shall construct internal 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 ones 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. There shall be no tap-in, connection, or impact fees for the Developer to utilize the City's water system. However, the Developer will be responsible for the installation fee for each metered usage. The current fee is \$1,000.00 per metered use

#### V. 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. There shall be no tap-in, connection, or impact fees for the Developer to utilize the City's sewer system. Any lift stations required to support the commercial and/or single-family units will be constructed at the Developer's expense.
  - D. Actual sewer usage will be charged to the Project based on metered sewer usage.

#### VI. SUMTER COUNTY ROAD IMPACT FEES

Developer shall pay all road Impact Fees are assessed by and directed by Sumter County per Sumter County Ordinance No. 2015-10.

#### VII. 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:

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

RRR Town Center, LLC c/o Bret Jones, Esquire Bret Jones, P.A.
700 Almond Street

Clermont, Florida 34711

#### VIII. 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 acquired by Developer.
- B. The Developer shall submit a zoning application for adoption of a conceptual master plan of development within one year. This request shall include the Developer's desired phasing for the Project.
- C. A site development permit application or platting application for the first phase of the Project 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.
- D. The conceptual master plan of development shall expire in five (5) years from the date of zoning approval if construction has not been initiated 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.
- E. Development densities and intensities shall comply with the Webster-Sumter County Unified Comprehensive Plan, and the Webster Land Development Code zoning districts for R6C residential zoning.

#### IX. 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.

#### X. 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 for 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.

#### XI. DEFAULT BY DEVELOPER

If Developer cannot obtain necessary rights-of-ways and easements or all necessary permits, then the terms of this Agreement shall 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.

#### XII. 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, 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.

#### XIII. 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.

#### XIV. EFFECTIVE DATE

This Agreement shall be effective as of the date of execution by the City.

### [signatures on following page]

IN WITNESS WHEREOF, the parties have rear and in manner and form sufficient to bind the	·
Signed, sealed, and delivered in the presence of:	
ATTEST:	CITY OF WEBSTER
City Clerk	Deanna Naugler, City Manager
APPROVED AS TO FORM AND LEGALITY:	Date
City Attorney	RRR TOWN CENTER, LLC.
	Jon Jones, Manager
	Date
STATE OF	
COUNTY OF	

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Initials: \_\_\_\_/\_\_\_

The foregoing instrument	was acknowledged b	before me by means of $\square$ physical presence
		, 2022 by
as of R	RR Town Center, LI	LC, a Florida limited liability company, on
behalf of the company. He/she is as identification.	personally known to	o me or has produced
(SEAL)	N	Name:

#### EXHIBIT "A"

#### Parcel 1: S01-031 (416 S. Market Boulevard, Webster, Florida 33597)

The South 30 acres of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except one acre square in the Southwest corner thereof. Also, Less and Except right-of-way for County Road No. 478A across the South side thereof. Also, Less and Except right-of-way for State Road No. 471 across the East side thereof.

#### Also described as:

The South 3/4 of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except the South 208.72 feet of the West 208.72 feet thereof (one acre square in Southwest corner). Also, Less and Except right-of-way for County Road No. 478A across the South side thereof. Also, Less and Except right-of-way for State Road No. 471 across the East side thereof.

Less and Except from all the above that portion thereof conveyed to Sumter County, by virtue of Warranty Deed recorded in Official Records Book 2498, Page 690, Public Records of Sumter County, Florida.

#### Parcel 2: S01-131 (No address, Webster, Florida 33597)

The Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except that part platted as Highland Park, according to the plat thereof, recorded in Plat Book 1, Page 68, Public Records of Sumter County, Florida. Also, Less and Except the West 142.62 feet of the North 142 feet thereof. Also, Less and Except the North 62.56 feet of the East 275 feet of the West 417.62 feet.

#### Parcel 3: S01-013 (368 S. Market Boulevard, Webster, Florida 33597)

The North 10 acres of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except right-of-way for State Road No. 471 across the East side thereof.

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Also described as:

The North 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except right-of-way for State Road No. 471 across the East side thereof.

#### ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS S12-016 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 **FLORIDA** STATUTES: **PROVIDING FOR** 166.031. 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 **FOR** HEREWITH: PROVIDING SEVERABILITY: CONFLICT PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Webster Associates Development, LLC (Bindraban Sarjoo) 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 Number as follows:

Tax Identification Parcel Number

Owner

S12-016

Webster Associates Development, LLC (Bindraban Sarjoo)

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 aforedescribed 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.

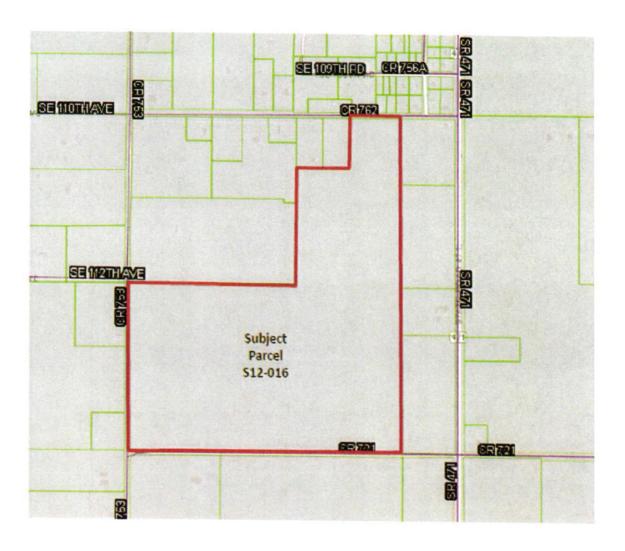
### **SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect imm	ediately upon passage and adoption.
PASSED AND ENACTED this	_ day of, 2022.
	CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA
	Bobby Yost, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
Deanna Naugler, Manager	William L. Colbert, City Attorney

#### Exhibit A

Parcel D: (S12-016)

Commence at the Northeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°27'53"W along the North line of said Section 12 a distance of 472.20 feet; thence S00°36'15"W a distance a distance of 25 feet to the POINT OF BEGINNING; thence continue S00°36"15W a distance of 2608.87 feet; to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence N89°21'06"W parallel to and 25 feet from said centerline of said road a distance of 1495.01 feet; thence continue parallel to and 25 feet from said centerline and on a Westerly projection thereof N89°36'22"W a distance of 659.42 feet to a point on a Southerly projection of a 25 feet offset Easterly of the centerline of County Road No. 753; thence Northerly 25 feet from and parallel to said centerline the following courses and distances; N00°54'55"E 520.42 feet; N00°51'16"E 317.65 feet; N00°33'37"E 470.53 feet to the North line of the S1/2 of the NE 1/4 of said Section 12; thence S89°22'49"E along said North line a distance of 1304.61 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of said Section 12, thence N00°36'15"E along the West line of said NE 1/4 of the NE 1/4 a distance of 905.89 fee to the South line of lands described in Official Records Book 994, Page 350, and Official Record Book 604, Page 573, Public Records of Sumter County, Florida, thence S89°27'53"E along the South line of said lands a distance of 420.00 feet to the Southeast corner of said lands in Official Record Book 604, Page 573; thence N00°36'15"E along the Easterly boundary of said lands a distance of 395.00 feet to a point that is 25 feet from measured at right angles to the North line of said Section 12, thence S89°27'53"E parallel to said North line a distance of 425.95 feet to the POINT OF BEGINNING.



#### ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS S12-013, S12-014, and S12-015 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER 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** CONFLICT HEREWITH: **PROVIDING** IN SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Webster Associates Development, LLC (Bindraban Sarjoo) 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

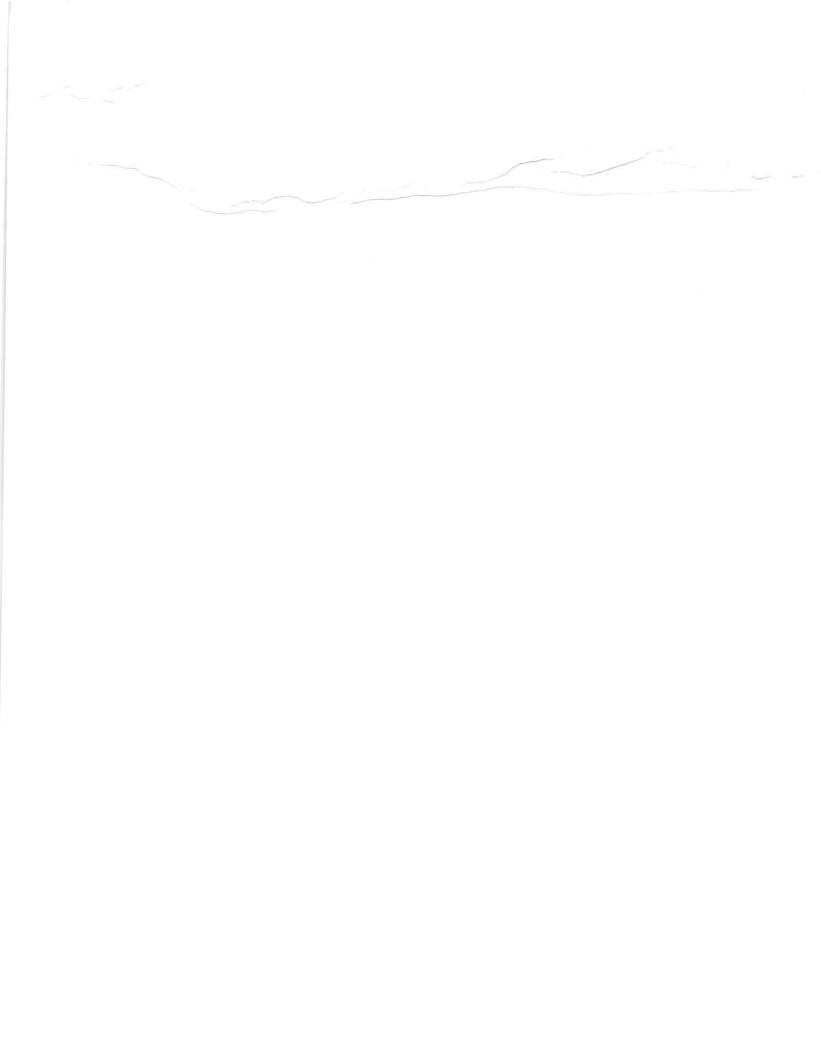
WHEREAS, the applicant is the fee simple title owner of all of said property being described by Tax Identification Parcel Number as follows:

Tax Identification Parcel Number

Owner

S12-013, S12-14, and S12-015

Webster Associates Development, LLC (Bindraban Sarjoo)



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 aforedescribed 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.

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This Ordinance shall take effect imm	ediately upon passage and adoption.
PASSED AND ENACTED this	_ day of, 2022.
	CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA
ATTEST:	Bobby Yost, Mayor  APPROVED AS TO FORM AND LEGALITY:
Deanna Naugler, Manager	William L. Colbert, City Attorney

#### Exhibit A

Parcel A: (S12-013)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12, a distance of 1899.81 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line a distance of 740.00 feet, to the Southwest corner of the SE 1/4 of said Section 12; thence N 88°54'58"W along the South line of the E 1/2 of the SW 1/4 of said Section 12, a distance of 1353.49 feet to the Southwest corner of said E 1/2 of the SW 1/4; thence N00°50'33"E along the West line of said E 1/2 of the SW 1/4 a distance of 1304.81 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No.753; thence parallel to and 25 feet from said centerline the following courses and distances; said point being on a curve concaved Northerly having a central angle of 6°40'41" and a radius of 571.00 feet; thence Northeasterly along the arc of said curve a distance of 66.55 feet to the PCC of a curve concaved Northwesterly having a central angle of 2°35'21" and a radius of 3980.00 feet; thence Northeasterly along the arc of said curve a distance of 179.85 feet to the PT of said curve; thence N70°31'37"E a distance of 218.26 feet to the PC of a curve concaved Southeasterly having a central angle of 13°28'14" and a radius of 1291.30 feet; thence Northeasterly along the arc of said curve a distance of 303.59 feet to PT of said curve; thence N83°22'35"E a distance of 363.95 feet to the PC of a curve concaved Northwesterly having a central angle of 21°30'23" and a radius of 549.63 feet; thence Northeasterly along the arc of said curve a distance of 206.31 feet to the PCC of a curve concaved Northwesterly having a central angle of 60°44'18" and a radius of 140.00 feet; thence Northeasterly along the arc of said curve a distance of 148.41 feet to the PT of said curve; thence N01°07'54"E parallel to said centerline a distance of 247.13 feet to point on the Southerly boundary of lands described in Official Record Book 1106, Page 021, Public Records of Sumter County, Florida; thence S89°17'47"E along said Southerly boundary a distance of 725.63 feet to the Southeast corner of said lands; thence S00°40'22"W a distance of 2015.84 feet to the POINT OF BEGINNING.

Parcel B: (S12-014)

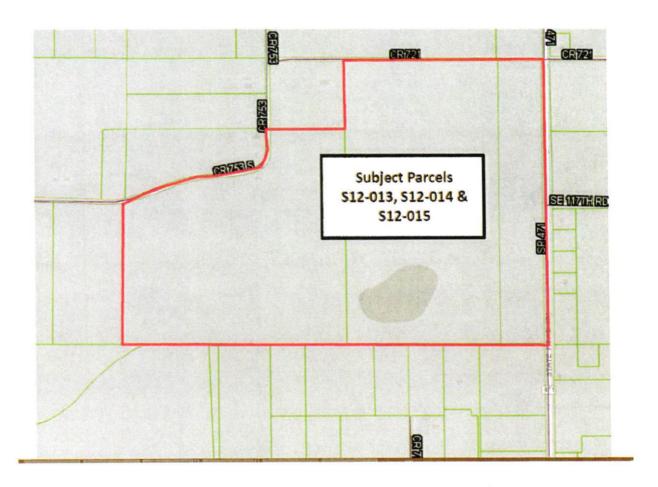
Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 472.52 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line Section 12 a distance of 1427.29 feeet; thence N00°40'22"E a distance of 2624.85 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°21'06"E parallel to and 25 feet from said centerline of said road a distance of 1424.14 feet; thence S00°36'15"W a distance of 2625.86 feet to the POINT OF BEGINNING.

AND

Parcel C: (S12-015)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 69.57

feet to the POINT OF BEGINNING, said point being on the Westerly right-of-way of State Road No. 471; thence continue N89°18'40"W along said South line of Section 12 a distance of 402.95 feet; thence N00°36'15"E a distance of 2625.86 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No.721, thence S89°17'44"E parallel to and 25 feet from said centerline of said road a distance of 401.23 feet to the aforementioned Westerly right-of-way line; thence S00°34'00"W along said right-of-way line and 75 feet from measured at a right angle to the centerline of said road a distance of 2625.76 feet to the POINT OF BEGINNING.



#### ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS \$12-013, \$12-014, and \$12-015 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER 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 CONFLICT HEREWITH; **ORDINANCES** IN PROVIDING SEVERABILITY: PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Webster Associates Development, LLC (Bindraban Sarjoo) 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 Number as follows:

Tax Identification Parcel Number

Owner

S12-013, S12-14, and S12-015

Webster Associates Development, LLC (Bindraban Sarjoo) 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 aforedescribed 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 imme	diately upon passage and adoption.
PASSED AND ENACTED this	day of, 2022.
	CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA
	Bobby Yost, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
Deanna Naugler, Manager	William L. Colbert, City Attorney

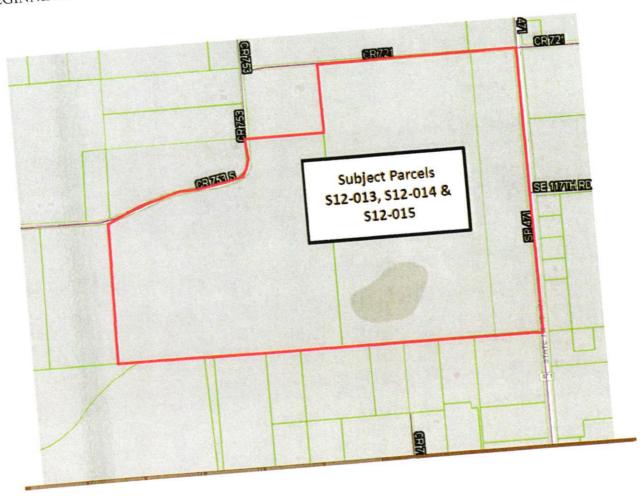
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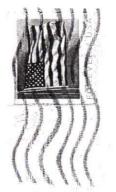
Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter Parcel B: (S12-014) County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 472.52 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line Section 12 a distance of 1427.29 feeet; thence N00°40'22"E a distance of 2624.85 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°21'06"E parallel to and 25 feet from said centerline of said road a distance of 1424.14 feet; thence S00°36'15"W a distance of 2625.86 feet to the POINT OF BEGINNING.

AND

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter Parcel C: (S12-015) County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 69.57 feet to the POINT OF BEGINNING, said point being on the Westerly right-of-way of State Road No. 471; thence continue N89°18'40"W along said South line of Section 12 a distance of 402.95 feet; thence N00°36'15"E a distance of 2625.86 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No.721, thence S89°17'44"E parallel to and 25 feet from said centerline of said road a distance of 401.23 feet to the aforementioned Westerly right-from said centerline of said road a distance of 401.23 feet to the aforementioned at a of-way line; thence S00°34'00"W along said right-of-way line and 75 feet from measured at a of-way line; thence S00°34'00"W along said road a distance of 2625.76 feet to the POINT OF right angle to the centerline of said road a distance of 2625.76 feet to the POINT OF



City of Webster
85 E. Central Ave
Webster, Fl. 33597
To Whom it may concern:
I would like for council to consider amending the City of Webster rules. The city manager in many other communities is required to live in the city in which they serve. Why are there no rules for such for Webster? Shouldn't the person who is charged with making the city better and revitalized be vested?
If council must live in Webster and the mayor must live in Webster, why doesn't the city manager?
Please add this to the agenda at the next meeting: April 21, 2022.
Thank you for your consideration.



City of Webster 85 E. Central Ave Webster, FL. 33597 

#### Deanna Naugler

From:

LaFreda D. Gavin < lafreda.gavin@gmail.com>

Sent:

Wednesday, April 6, 2022 1:46 PM

To:

Deanna Naugler

Cc:

Jennifer Navarro; parrisk@childrensboard.org; Garry.Breeden@sumtercountyfl.gov

Subject:

FW: Gravity Connection on NW 9th Avenue

I apologize the email should have been addressed to Deanna Naugler, Webster City Manager.

Sent from Mail for Windows

From: LaFreda D. Gavin

Sent: Wednesday, April 6, 2022 1:44 PM

To: Jennifer Navarro

Cc: parrisk@childrensboard.org; Garry.Breeden@sumtercountyfl.gov

Subject: FW: Gravity Connection on NW 9th Avenue

I am poised to continue being a relative caregiver for children currently living in Hillsborough County, BUT who will transition to Sumter County (in my home) to avoid homelessness and/or allow the parent to seek much needed medical help. I have shared the City of Webster's sewer crisis history and the city's inability to maintain its sewer and the cost of maintenance for residents.

Recently, I asked if I could get gravity sewer. You offered to contact a plumbing contractor which the city has utilized and Mr. Manzella, the property developer who is building 16 homes adjacent to my home, and obtain a quote. Please provide a written quote to connect my home to gravity sewer. I have shared you requested full payment before any work is performed.

Tim Norman, Johnson Subdivision Project Engineer, presented all the sewer replacement plans and I posted them on Facebook for the community to view. Those plans have a detailed street by street installation blueprint to be followed. Hopefully, these plans help.

I am unable to financially support the city installed grinder pump system, but this should not prevent me from caring for my seven grandchildren between the ages of 2 -11. This property is not in my name, however, I've resided here over seven years, pay taxes, and utilities.

Please advise. Thank you for your prompt response.

Note: It's important to note for those not familiar with grinder pumps that a single baby wipe will stop the pump from functioning and disable plumbing in your home.

Sent from Mail for Windows

From: Deanna Naugler

Sent: Wednesday, March 30, 2022 7:37 AM

To: LaFreda D. Gavin
Cc: tmalott@websterfl.com

Subject: RE: Gravity Connection on NW 9th Avenue

Ms. Gavin -

The contractor will have to provide plans on how the line will be ran (location, degree of slope, etc.). The contractor will also have to provide a timeline when the work will be performed and when the line will be tapped into the main line and how they will do the tap. If the contractor that I supplied to you is not used, the contractor will also have to provide liability insurance with the city listed as additional insured.

Thank you

From: LaFreda D. Gavin < lafreda.gavin@gmail.com>

Sent: Tuesday, March 29, 2022 4:15 PM

To: Deanna Naugler < dnaugler@websterfl.com>
Subject: RE: Gravity Connection on NW 9th Avenue

Specifically, what does the contractor need to provide or do before any work is done?

Sent from Mail for Windows

From: Deanna Naugler

Sent: Tuesday, March 29, 2022 2:35 PM

To: <u>LaFreda D. Gavin</u>
Cc: <u>Tonya Malott</u>

Subject: Re: Gravity Connection on NW 9th Avenue

This is the contractor that was used by Mr. Manzella and the city also uses his services. Before any work is done, it will need to be coordinated through the city.

[Name] Todd Hall Sewer Contractor [Mobile] (727) 742-5368

Thank you

On Mon, Mar 28, 2022, 10:24 AM LaFreda D. Gavin < lafreda.gavin@gmail.com > wrote:

Please send all the information. Contractors just required written clearance from the city and county to do the work.

Thank you for your promptness.

Sent from Mail for Windows

From: Deanna Naugler

Sent: Monday, March 28, 2022 8:16 AM

To: LaFreda D. Gavin

Subject: RE: Gravity Connection on NW 9th Avenue

Ms. Gavin –
A contractor would need to be hired to do the work. The City can get a quote for you as to what the cost would be to run your line to connect to gravity, this would have to be prepaid before the contractor would do the work or the city can provide the contractor information and you can reach out to them.
Thank you
From: LaFreda D. Gavin < lafreda.gavin@gmail.com > Sent: Monday, March 28, 2022 8:11 AM To: Deanna Naugler < dnaugler@websterfl.com > Cc: Tonya Malott < tmalott@websterfl.com > Subject: Gravity Connection on NW 9th Avenue
Good Morning:
I would like to have my home connected to the city's gravity connection on NW 9 <sup>th</sup> Avenue. This connection is ver close to my residence. What steps do I need to take to get my home connected to the gravity sewer on NW 9 <sup>th</sup> Street?
Thank you.

Sent from Mail for Windows