

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

- a. **Internal Private Roadway Improvements.** All interior roads within the Project shall be constructed and paved by Developer and provide for safe travel. All roads in the Project will remain private and maintenance of said roads shall remain the responsibility of the Developer or its successor or assign. However, 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. **Study Area.** The Traffic Study for the Project included all roadway segments where PM, peak hour project traffic consumes three percent (3%) or more of the same subject roadway segment's peak hour directional service capacity, consistent with the approved methodology.
- d. **Roadway Segments; Intersections.** The Traffic Study shall analyze traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable). The Traffic Study shall also include an intersection analysis identifying the intersections included in the Study pursuant to the agreed methodology, and any required operational changes to the intersections to maintain required traffic concurrency standards. Such analysis shall be based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).
- e. **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 the Deficient Facilities by constructing, and dedicating of any required ROW for, such Deficient Facilities during Project development.

4. **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 option, be designed, permitted and/or constructed at the Developer's expense. However, Developer shall be entitled to credits pursuant to Section 6, below.

5. **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 option, be designed, permitted and/or constructed at the Developer's expense. However, Developer shall be entitled to credits pursuant to Section 6, 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.

6. **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, 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. Upon completion of construction of such Offsite Water Utilities and Offsite Wastewater Utilities, Developer 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.
- 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 Subsections 4.d. and 5.c., 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 6.

7. 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. The Developer's rights to such capacity shall be superior to rights of third parties receiving approvals or permits after such approval or the effective date of this Agreement.

8. 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.

9. 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

To Developer:

New Strategy Holdings, LLC
c/o Dawsons Ransome
4912 Turnberry Wood Drive
Tampa, Florida 33647

With a copy to:
Robert W. Batsel, Jr.
Batsel & Gooding, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471

10. 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 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 in ten 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.

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 simultaneously herewith.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

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**

**New Strategy Holdings, LLC, a Florida
limited liability company**

Deanna Naugler, City Manager

Joseph A. Tabshe, as Manager

Approved as to form and legality:

William L. Colbert, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

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

Sumter County Parcel ID No. S12-013, more particularly described as follows:

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 PC 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.

AND

Sumter County Parcel ID No. S12-014, more particularly described as follows:

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 feet; 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

Sumter County Parcel ID No. S12-015, more particularly described as follows:

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.

AND

Sumter County Parcel ID No. S12-016, more particularly described as follows:

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 of 25 feet to the POINT OF BEGINNING; thence continue S00°36'15"W 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 S 1/2 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 feet 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.

Q31B088- Faiz Hossain



Sumter County GIS | Hernando

Q21P088-1057-1002001

<< Next Lower Parcel Next Higher Parcel >>

2022 TRIM (pdf) GIS Map Print

Result: 1 of 1

Owner & Property Info

Owner's Name	HOOSAIN FAIZ		
Site Address	Unassigned Location		
Mail Address	2143 SYLVAN LAKE DR, GROVETOWN, GA 30813		
Use Desc. (code)	VACANT (00000)		
Sec/Twp/Rng	31/21/23	Neighborhood	8504
Year Built		Tax District	Webster(8008)
Heated Area	0 (SF)	Market Area	8
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.		
LOTS 8 & 9 BLK 1 CDELL 8 ADD TO WEBSTER PB 1 PG 53 & PB 1 PG 56 & W 1/2 OF 1/2 OF THAT PORTION OF NE 3RD AVE LYING BETWEEN NE 3RD ST & NE 4TH ST			

Property & Assessment Values

Land Value	\$6,700.00
Market Value	\$6,700.00
Assessed Value	\$6,700.00
Total Taxable Value	\$6,700.00
Exemptions	None

Sales History

Show Similar Sales in 1/2 mile radius

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Grantor
01/2006	1527/841	WD	V (U)	\$93,000.00	HOOSAIN FAIZ
04/2001	904/88	WD	V (U)	\$0.00	JOHNSON SHIRLEY
10/1987	210/380	WD	V (U)	\$1,500.00	JOHNSON SHIRLEY
04/1972	1277/41	WD	V (U)	\$1,500.00	JOHNSON SHIRLEY

Building Characteristics

Note: All S.F. calculations are based on exterior building dimensions.

#	Bldg Style	Bldg Use (code)	Wall Type	Eff Year Built	Area Breakdown
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Land Breakdown

#	Land Use	Land Units	Frontage	Depth
	Webster PP(8009V)	101 Front Feet	131	133
	Webster PP(8009V)	23 Front Feet	25	133

Misc Features

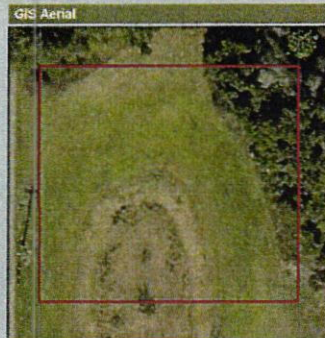
#	Description (code)	Units (dims)	Eff. Year
	NONE		

Sumter County Property Appraiser - Roll Year: 2022

Result: 1 of 1

updated: 02/03/2023

2022 Aerial Imagery



Prepared by, record & return to:
Jacquelyn C. Price
Vince Title of Clemmont, LLC
690 East Highway 58, Suite 200
Clemmont, Florida 34711

File Number: CL06-1011

Rec 9.00
TF 9.50
Doc 455.00
473.50

General Warranty Deed

Made this January 30, 2006 A.D. By Shirley L. Johnson, Trustee of the Shirley L. Johnson Trust dated 5/19/99, 4286 Ray Drive, Spring Hill, Florida, hereinafter called the grantor, to Paul Bosain a married man, whose post office address is: 2143 Sylva Lake Drive, Cross Town, GA 30813, hereinafter called the grantee:

(Whoever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alters, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Sumter County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: QH1898

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seised of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Jacquelyn C. Price Shirley L. Johnson (Seal)
Jacquelyn C. Price Shirley L. Johnson, Trustee
Address: 4286 Ray Drive, Spring Hill, Florida

Paul Bosain (Seal)
Witness Printed Name: Paul Bosain Address:

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 30th day of January, 2006, by Shirley L. Johnson, Trustee of the Shirley L. Johnson Trust dated 5/19/99, who is personally known to me or who has produced drivers license or identification.

JACQUELYN C. PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # 100241041
EXPIRES 07/02/2007
RANGE 1441, 1442, 1443, 1444

Jacquelyn C. Price
Notary Public
Print Name: Jacquelyn C. Price
My Commission
Expires:

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

03/02/2006 #2006-7359
02:26:46PM B-1537 P-941

DEED Individual Warranty Deed with Legal Schedule A
Clerk's Office

Prepared by, record & return to:
Jacquelyn C. Price
Vizion Title of Clermont, LLC
690 East Highway 50, Suite 200
Clermont, Florida 34711

File Number: CL06-1911

"Schedule A"

Lots 8, 9, 10, 11 and 12, Block I, O'Dells Addition to Webster, according to the plat thereof as recorded in Plat Book 1, Page 55 and Plat Book 1, Page 58, of the Public Records of Sumter County, Florida, and that portion of the West One-Half of the North One-Half of that portion of Northeast Third Avenue lying between Northeast Third Street and Northeast Fourth Street as set out in Resolution 91-2 in Official Records Book 436, Page 692, of the Public Records of Sumter County, Florida.

And

Lots 16, 17, 18, 19, 20, 21 and 22, Block H, O'Dells Addition to Webster, according to the plat thereof as recorded in Plat Book 1, Page 55 and Plat Book 1, Page 58, of the Public Records of Sumter County, Florida, and that portion of the West One-Half of the South One-Half of that portion of Northeast Third Avenue lying between Northeast Third Street and Northeast Fourth Street as set out in Resolution 91-2 in Official Records Book 436, Page 692, of the Public Records of Sumter County, Florida.

SUMTER COUNTY, FLORIDA DOC #455.00
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

03/02/2006 #2006-7359
02:26:46PM B=1557 P=542

DEED (Individual Warranty Deed with Signature Schedule A)
Clerk's Office