

Purchaser City of Webster
 Parcel ID S01=013 & S01=0131
 Sale Amount 607,503
 term yearly

Late payments	No late fees

Payment #		amount due	Date of payment	Payment amount
1	Sept. 2007	1		
2	Sept. 2008	1		
3	Sept. 2009	1		
4	Sept. 2010	22500		
5	Sept. 2011	22500		
6	Sept. 2012	22500		
7	Sept. 2013	22500		
8	Sept. 2014	22500		
9	Sept. 2015	22500		
10	Sept. 2016	22500		
11	Sept. 2017	22500		
12	Sept. 2018	22500		
13	Sept. 2019	22500		
14	Sept. 2020	22500		
15	Sept. 2021	22500		
16	Sept. 2022	22500		
17	Sept. 2023	22500		
18	Sept. 2024	22500		
19	Sept. 2025	22500		
20	Sept. 2026	22500		
21	Sept. 2027	22500		
22	Sept. 2028	22500		
23	Sept. 2029	22500		
24	Sept. 2030	22500		
25	Sept. 2031	22500		
26	Sept. 2032	22500		
27	Sept. 2033	22500		
28	Sept. 2034	22500		
29	Sept. 2035	22500		
30	Sept. 2036	22500	90,000	

607,503

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Amendment to Lease Purchase Agreement between Sumter County and the City of Webster

REQUESTED ACTION: Staff recommends approval

Work Session (Report Only) **DATE OF MEETING:** 3/23/2010
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: City of Webster
Effective Date: 8/14/2007 Termination Date: _____
Managing Division / Dept: Support Services/Administration

BUDGET IMPACT: \$1.00 per year until August 2013
 Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

On August 14, 2007 the City and the County entered into a Lease/Purchase Agreement, in which the County agreed to lease property to the City in return for the payment of purchase money installments, with the agreement culminating in the conveyance of the property to the City after thirty years.

Both parties wish to amend the Agreement to allow flexibility for future negotiations concerning use of the property which is the subject of the Agreement.

The agreement is amended as follows

The effective date of the Agreement shall remain August 14, 2007 and the time periods stated herein shall relate back to that date. Lease Payments for the first six (6) years of the Agreement shall be \$1.00 per year. For years seven (7) through twenty-nine (29) of the Agreement, the City will pay the County the sum of \$22,500.00 per year, due on the first business day of each year. On the first business day of the thirtieth (30th) year of the Agreement (2037), the City shall pay the County the lump sum of \$90,000.00, at which time County shall convey the property in fee simple to the City.

AMENDMENT TO LEASE PURCHASE AGREEMENT

This Amendment to Lease Purchase Agreement (the "Amendment") is entered into this _____ day of _____, 2010, between the City of Webster, an incorporated Florida municipality (the "City") and Sumter County, Florida, a subdivision of the State of Florida (the "County").

WHEREAS, on or about August 14, 2007 the City and the County entered into a Lease/Purchase Agreement (the "Agreement"), in which the County agreed to lease property to the City in return for the payment of purchase money installments, with the agreement culminating in the conveyance of the property to the City after thirty years, and;

WHEREAS, the parties wish to amend the Agreement to allow flexibility for future negotiations concerning use of the property which is the subject of the Agreement.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

- 1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
- 2. The Agreement is hereby amended as follows:

The effective date of the Agreement shall remain August 14, 2007 and the time periods stated herein shall relate back to that date. Lease Payments for the first six (6) years of the Agreement shall be \$1.00 per year. For years seven (7) through twenty-nine (29) of the Agreement, the City will pay the County the sum of \$22,500.00 per year, due on the first business day of each year. On the first business day of the thirtieth (30th) year of the Agreement (2037), the City shall pay the County the lump sum of \$90,000.00, at which time County shall convey the property in fee simple to the City.

- 3. If any terms of the Agreement and this Amendment conflict, the terms of this Amendment shall prevail.
- 4. The City shall record this Amendment in the Public Records of Sumter County, Florida.

GLORIA HAYWARD,
SUMTER COUNTY CLERK

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

DEPUTY CLERK

Honorable Doug Gilpin, Chairman
Board of County Commissioners

CLERK, CITY OF WEBSTER

CITY OF WEBSTER

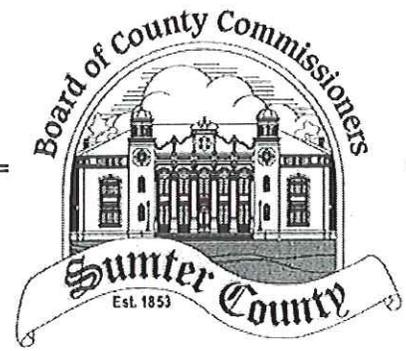
_____, Clerk

Stephen P. Croft, Mayor

Board of County Commissioners

Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
Website <http://sumtercountyfl.gov>



June 1, 2009

COPY

Mayor Stephen Croft
City of Webster
P.O. Box 28
Webster, FL 33597

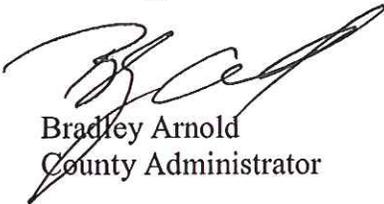
Re: Lease Purchase Agreement for the 17-acre parcel number S01=131 known formerly as the Sizemore property

Mayor Croft,

The City of Webster entered into a lease purchase agreement with Sumter County on the 17-acre parcel for a term of 30 years on August 14, 2007. Lease payments during the first 3 years are \$1.00 per year; however, the remaining years (4 through 30) the payments are \$22,500.00 per year.

The first payment of \$22,500.00 will be due in September of 2010. We request the City of Webster allocate funds in the budget for the 2009/2010 fiscal year in order to meet the requirements of the lease agreement with the County.

Sincerely,



Bradley Arnold
County Administrator

XC: Honorable Board of County Commissioners
John Lege, Finance Director, Clerk of Circuit Court

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
Vice Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Vacant, Dist 3
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

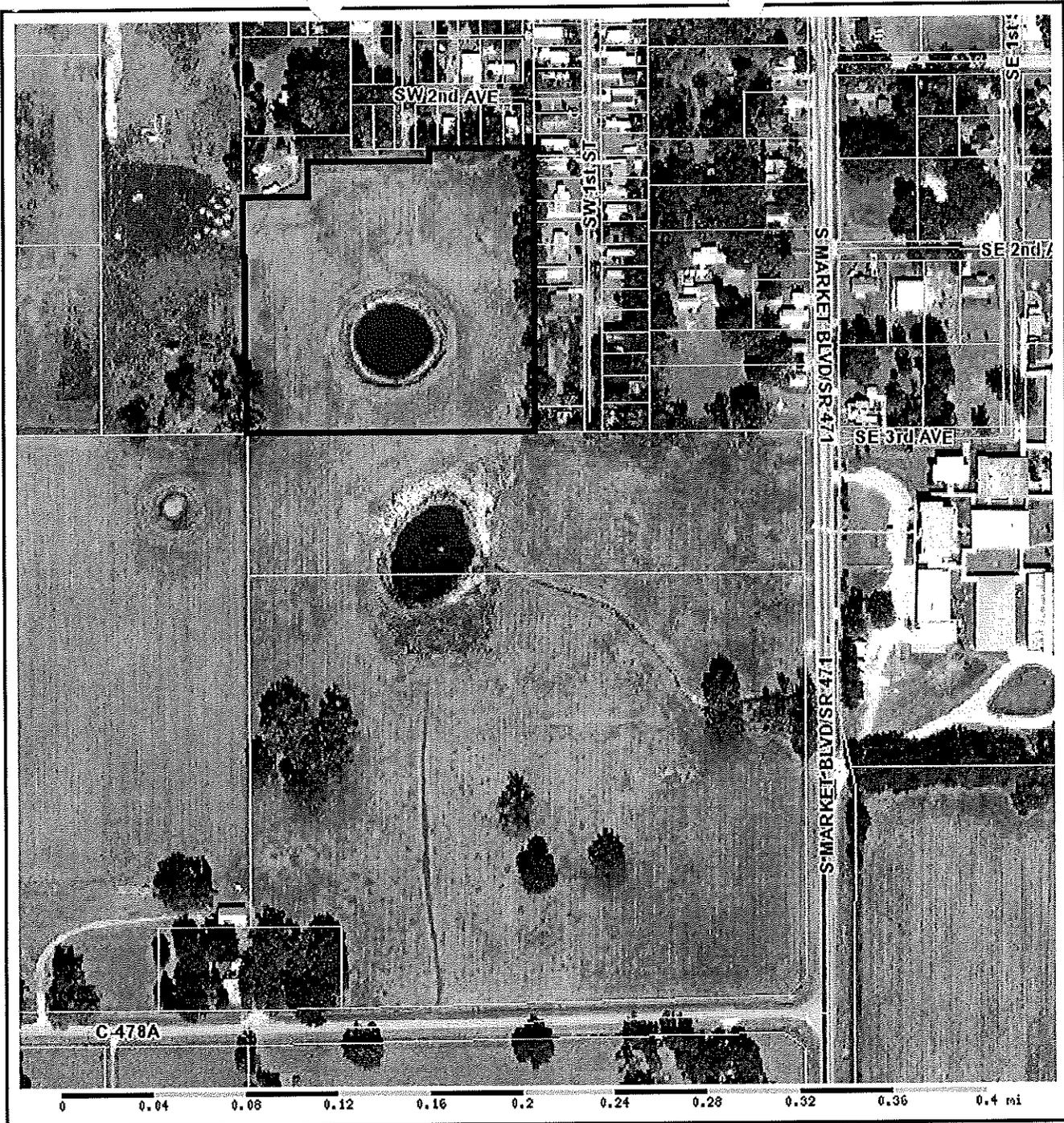
Garry Breeden, Dist 4
Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513-6146

Gloria R. Hayward, Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605



Sumter County GIS - Board of County Commissioners

910 North Main Street - Bushnell, FL 33513 - PH:352-793-0200 FX:352-793-0207

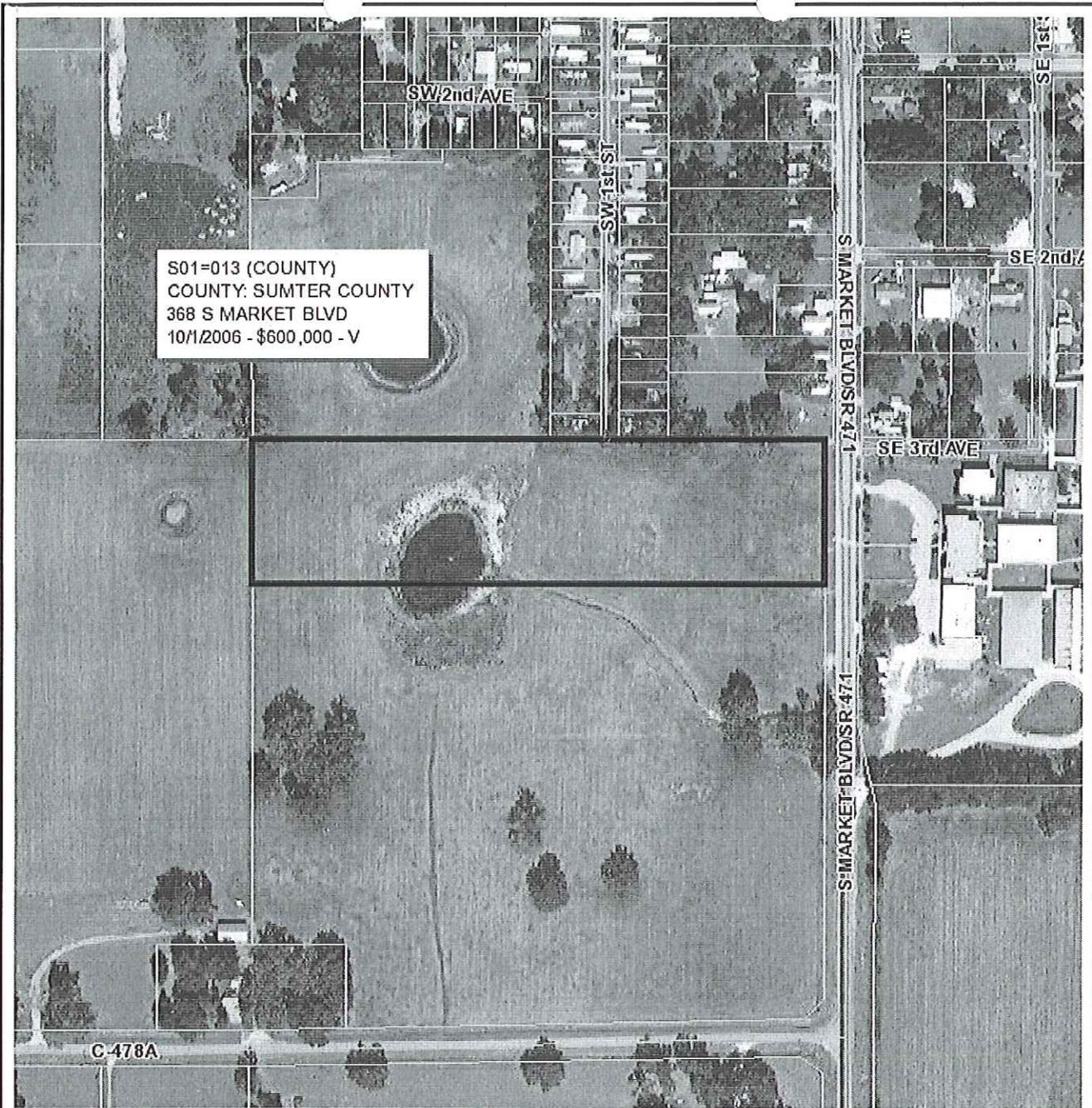
Parcel ID: S01=131 - COUNTY (08600)
 COUNTY: SUMTER COUNTY
 209 N FLORIDA ST BUSHNELL, FL 33513
 Street: NOT ON FILE
 S/T/R: 01/22/22 - THE SW 1/4 OF NE 1/4 OF NE 1/4 LESS THAT PORTION PLATTED AS HIGHLAND PARK ACCORDING TO PB 1 PG 68 & LESS THE N 62.56 FT
 Sales
 17 acres

NOTES:



This information was derived from data which was compiled by the Sumter County GIS - Board of County Commissioners. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last updated: 4/22/2009 and may not reflect the data currently on file at our office.

City to pay County
 yes 1-3 \$1 per yr, 4-3 \$22500 per yr.

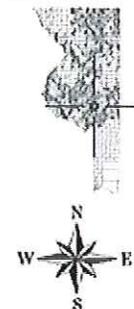


Sumter County GIS - Board of County Commissioners

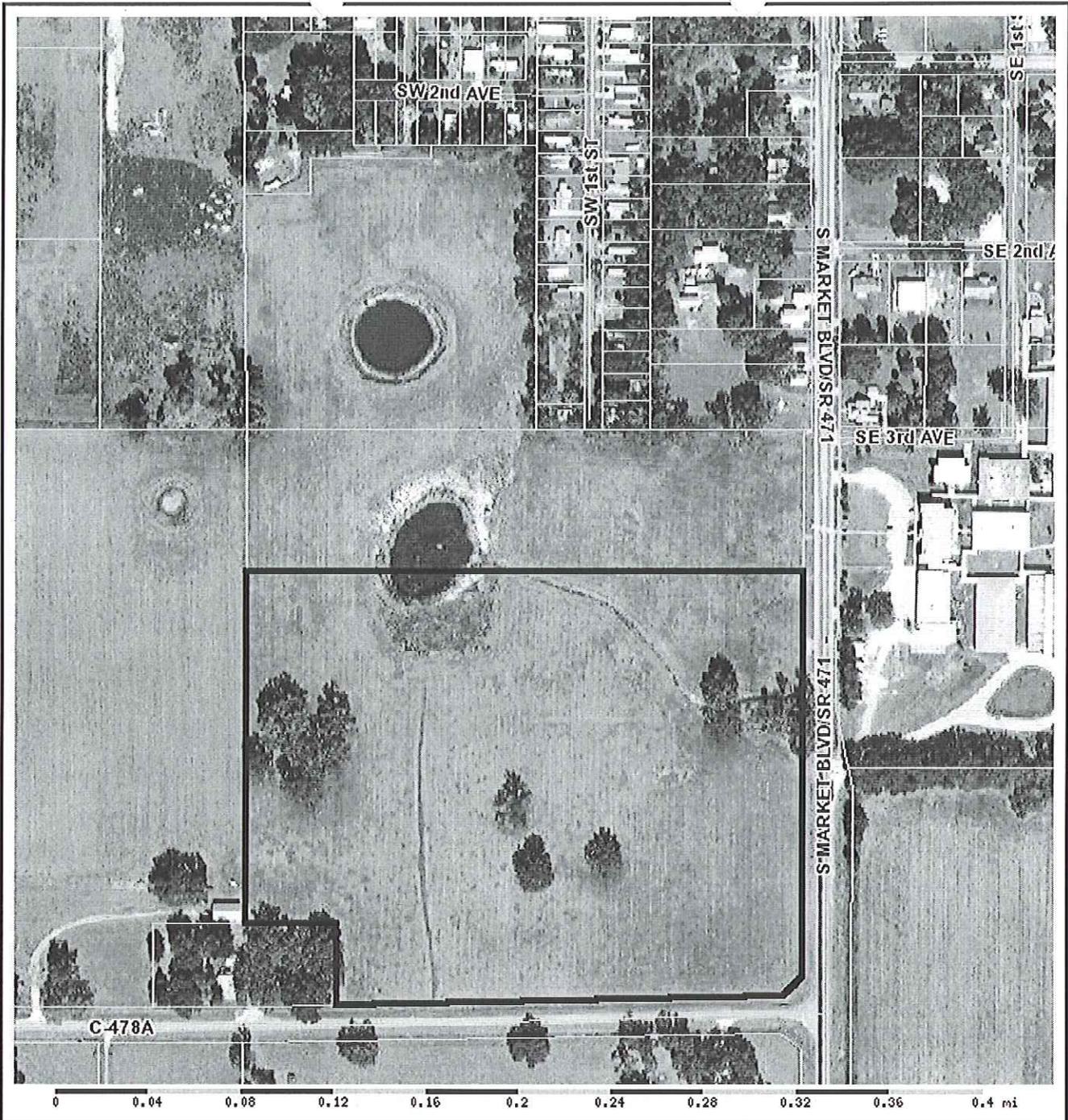
910 North Main Street - Bushnell, FL 33513 - PH:352-793-0200 FX:352-793-0207

Parcel ID: **S01=013** - COUNTY (08600)
 COUNTY: **SUMTER COUNTY**
 209 N FLORIDA ST BUSHNELL, FL 33513
 Street: 368 S MARKET BLVD
 S/T/R: 01/22/22 - N 10 ACRES OF SE 1/4 OF NE 1/4 LESS STATE ROAD
 RAW
 Sales

NOTES:



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Sumter County GIS - Board of County Commissioners

910 North Main Street - Bushnell, FL 33513 - PH:352-793-0200 FX:352-793-0207

Parcel ID: **S01=031** - AGRICULTURAL (06000)

SIZEMORE JAMES Y

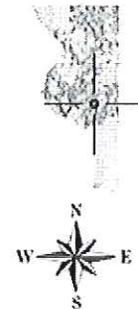
PO BOX 1426 WEBSTER, FL 33597

Street: 416 S MARKET BLVD

S/T/R: 01/22/22 - **S 30 ACRES OF SE 1/4 OF NE 1/4 LESS STATE ROAD R/W & LESS 1 SQ ACRE IN SW COR THE REOF OR 165 PG 329**

Sales

NOTES:



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*City to take over payments to Sizemore
3 payments @ 267 498.21 10/07 10/08 & 10/09*

Inst. Number: 201260004744 Book: 2411 Page: 781 Date: 2/16/2012 Time: 12:58:00 PM Page 1 of 1
Gloria Hayward Clerk of Courts, Sumter County, Florida

Rec-10.00
Doc-5617.50
2627 802,494 81

Inst 201260004744 Date 2/16/2012 Time 12:58 PM
Doc Stamp-Deed 6817 50
Gloria R. Hayward, Sumter County Page 1 of 1 B 2411 P 781

This instrument prepared by:
Felix M. Adams, Attorney
Suite 201 - 138 Bushnell Plaza
Bushnell, Florida 33513
352793-6900
Parcel ID #: 501-031

WARRANTY DEED

THIS WARRANTY DEED made August 30th, 2011, between

Grantor: James Y. Sizemore
P.O. Box 1426, Webster, Florida 33597
AND

Grantee(s): The City of Webster, a Florida municipality
Address: P.O. Box 28, Webster, Florida 33597

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

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 State Road right-of-way AND LESS one acre square in the Southwest corner thereof, also described as the South 3/4 of the Southeast 1/4 of the Northeast 1/4; LESS the South 208.72 feet of the West 208.72 feet thereof (One acre square in Southwest corner); ALSO LESS right-of-way for County Road No. 478-A across the South side thereof; ALSO LESS right-of-way for State Road No. 471 across the East side thereof.

This instrument was prepared from information furnished by the parties hereto and preparer warrants neither the sufficiency of the legal description or marketability of title.

The said Grantor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Dennis L. Johnson
1st Witness
Dennis L. Johnson
printed name of 1st witness

James Y. Sizemore (SEAL)
James Y. Sizemore

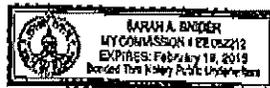
Sarah A. Snider
2nd Witness
SARAH SNIDER
printed name of 2nd witness

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by James Y. Sizemore, on August 30th, 2011, being personally known to me or who presented identification and who did/did not take an oath.

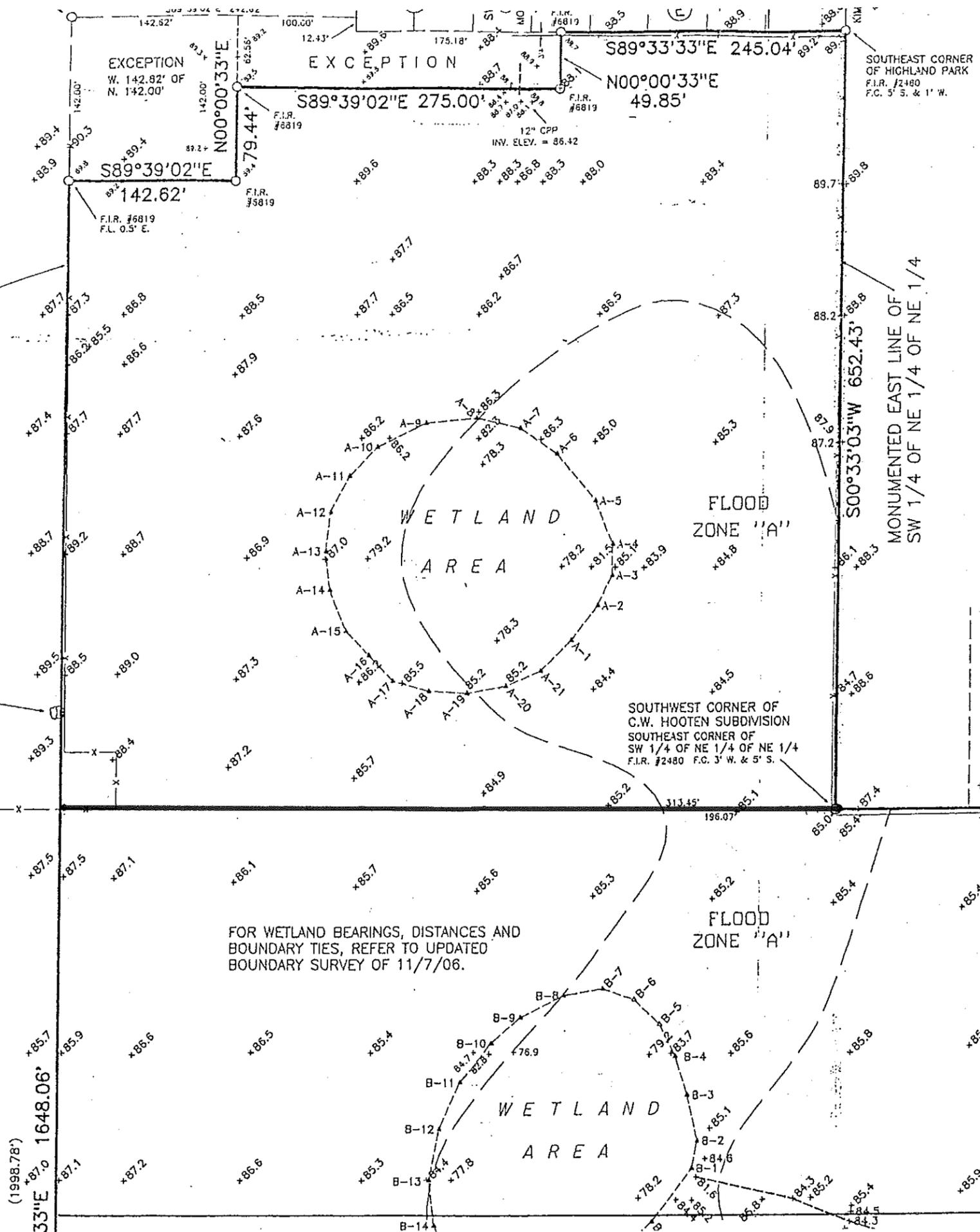
My Commission Expires:

Sarah A. Snider
Notary Public



LIMITS OF
WEBSTER, FLORIDA

WEST LINE OF NE 1/4 OF NE 1/4



SITE BENCHMARK
NAIL & DISK #6819
IN 40" WATER OAK
ELEV. = 90.84

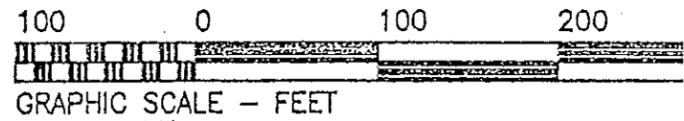
FOR WETLAND BEARINGS, DISTANCES AND
BOUNDARY TIES, REFER TO UPDATED
BOUNDARY SURVEY OF 11/7/06.

SOUTHWEST CORNER OF
C.W. HOOTEN SUBDIVISION
SOUTHEAST CORNER OF
SW 1/4 OF NE 1/4 OF NE 1/4
F.I.R. #2480 F.C. 3' W. & 5' S.

SOUTHEAST CORNER
OF HIGHLAND PARK
F.I.R. #2480
F.C. 5' S. & 1' W.

C. W. HOOTEN UNRECORDED SUBDIVISION

SOUTHWEST FIRST STREET



F.D.O.T. IS CURRENTLY IN THE
PROCESS OF DETERMINING AND
VERIFYING THE CURRENT R/W LINE

