

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: 1st Amendment to the Southwest Florida Water Management District Purchase Contract

REQUESTED ACTION: Approve the Amendment

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 6/22/2010

Special Meeting

CONTRACT: N/A

Vendor/Entity: Southwest Florida
Water Management
District

Effective Date: 7/1/2010

Termination Date:

Managing Division / Dept:

Public Works

BUDGET IMPACT: N/A

Annual

FUNDING SOURCE:

N/A

Capital

EXPENDITURE ACCOUNT:

N/A

N/A

HISTORY/FACTS/ISSUES:

The Southwest Florida Water Management District Governing Board (SWFWMD) will meet this month to consider the approval of the amendment to the purchase contract in which they will transfer at no cost the former Spoil Site property to Sumter County. The amendment removes the assignment of the Fletcher Marine, Inc. (FMI) agreement to Sumter County for management. The reason for this deletion is the uncooperative position of FMI to allow the assignment to occur without additional consideration.

Following the approval of this amendment SWFWMD will transfer the deeds of the property to the County. Sumter County does propose to enter into another agreement as necessary to expedite the removal of the shell material on the SWFWMD portion of the property to allow for a shorter time frame for Sumter County to access that portion of the property for the future potential trap & skeet range.

First Amendment to
Agreement for the Transfer of Property
To Sumter County

WITNESSETH:

This First Amendment entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District," and Sumter County, a political subdivision of the State of Florida, whose mailing address is 910 North Main Street, Bushnell, Florida 33513, hereinafter referred to as the "County".

WHEREAS, the parties entered into an Agreement for the Transfer of Property to Sumter County, dated May 26, 2009, hereinafter referred to as the "Agreement," to set forth their respective rights and responsibilities with respect to the District's conveyance of the Lake Panasoffkee Spoil Site, the "Property", to the County and to establish the parameters of use of the Property thereafter; and

WHEREAS, the District entered into an agreement, the "FMI Agreement", with Fletcher Marine, Inc., "FMI", dated September 30, 2008, to allow FMI to remove shell material, the "Material" from the Property to recover unforeseen expenses incurred by FMI during the Lake Panasoffkee Restoration Project, administered by the District; and

WHEREAS, pursuant to Paragraph 6 of the Agreement the District attempted to assign the FMI Agreement to the County; and

WHEREAS, according to Paragraph 12 of the FMI Agreement, the District may not assign its interest under the FMI Agreement without the prior written consent of FMI; and

WHEREAS, as of the date of this Amendment, FMI has not provided its written consent to the District's assignment of the FMI Agreement to the County; and

WHEREAS, the District and the County hereby wish to amend the Agreement to specifically revise the provisions of Paragraph 6 of the Agreement.

NOW THEREFORE, incorporating the above-referenced recitals as if stated herein and recognizing them as true and correct, and for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the County hereby agree to amend the Agreement, dated May 26, 2009, as follows:

Paragraph 6 of the Agreement is hereby replaced in its entirety with the following:

The District and the County agree that the District may assign the FMI Agreement to the County, and the County will accept all rights, duties, liabilities and benefits of the FMI Agreement, which is attached hereto and incorporated herein as Exhibit "D". The District will also have the

right to remove Material, at no cost, consistent and concurrent with the removal of Material by Fletcher Marine, Inc., pursuant to the FMI Agreement and for an additional period that will terminate September 30, 2018. The District agrees to coordinate its activities to remove Material from the Property with the County. The District will make reasonable efforts to conduct such activities in a manner so as not to disrupt or interfere with the County's development and use of the Property as intended herein. If, for any reason and in its sole discretion, the District does not assign the FMI Agreement to the County, the County agrees to allow the District and FMI access to the Property for the purpose of performing in accordance with the FMI Agreement. Further, the County agrees to allow the District, at the District's sole discretion, access to the Property to remove shell material from the Property during the additional period ending September 30, 2018.

The terms, covenants and conditions set forth in the original Agreement, dated May 26, 2009, that have not been specifically amended herein, shall continue in existence, and shall remain binding upon the parties hereto.

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First Amendment to the Agreement for
Transfer of Property to Sumter County
SWF Parcel No. 19-528-146S

IN WITNESS WHEREOF, the parties have executed this Amendment this _____ day of _____, 2010

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ATTEST: _____

H. Paul Senft, Jr., Secretary

(OFFICIAL SEAL)

BY: _____

Ronald E. Oakley, Chair

Date: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Reviewed as to form and legal sufficiency

County Attorney's Office/Date

APPROVED BY:	INITIALS	DATE
ATTORNEY	_____	_____
MANAGER	_____	_____
DIRECTOR	_____	_____
DEPUTY EXEC DIR	_____	_____

This Document Prepared By and Return to:
Southwest Florida Water Management District
Land Resources Department
2379 Broad Street
Brooksville, Florida 34604-6899

Lake Pan Spoil Site Surplus
SWF Parcel No. 19-528-146S

QUIT CLAIM DEED

THIS DEED, made this ____ day of _____, 2010, by Southwest Florida Water Management District, a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, referred to as the "Grantor", and Sumter County a political subdivision of the State of Florida, whose mailing address is 910 North Main Street, Bushnell, Florida 33513, hereinafter referred to as the "Grantee".

WHEREAS, Grantor and Grantee entered into an Agreement for the Transfer of Property to Sumter County on May 26, 2009, recorded with the Sumter County Clerk of the Circuit Court in official records book 2080 and page 284 (Agreement), and amended on _____, 2010, recorded in official records book ____ and page ____, to set forth their respective rights and responsibilities with respect to the District's conveyance of the Property to the County and to establish the parameters of the use of the Property thereafter.

WITNESSETH that the Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by the Grantee, receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, all the right, title interest claim and demand which the said party of the first part has in and to the following real property, situate lying and being in the County of Sumter, State of Florida and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or anywise appertaining to the Grantor provided the following: the Property will not be used for the construction and operation of any type or classification of landfill; construction or placing of buildings, roads, signs, utilities or other structures and facilities on or above the ground is prohibited on that portion of the Property between the toe of the west slope of the existing western berm to the western boundary line of the Property described in Exhibit "B" incorporated herein and attached hereto; the Agreement is attached hereto as Exhibit "C" and is hereby incorporated and made a part of this Quitclaim Deed. The District will have the right to enter the Property at its sole discretion for the purpose of removing material from the Property until September 30, 2018, in accordance with the Agreement as amended. All covenants, terms, and agreements herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Governing Board acting by the Chair of said board, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST: _____
H. Paul Senft, Jr., Secretary
Southwest Florida Water Management District

(OFFICIAL SEAL)

BY: _____
Ronald E. Oakley, Chairman
Southwest Florida Water Management District

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Ronald E. Oakley and H. Paul Senft, Jr., Chairman and Secretary, respectively, of the Southwest Florida Water Management District. They are personally known to me.

(SEAL)

Notary Public

Print Name: _____

Commission Number: _____

Expiration Date: _____

APPROVED BY:	INITIALS	DATE
ATTORNEY	_____	_____
MANAGER	_____	_____
DIRECTOR	_____	_____
DEPUTY EXEC DIR	_____	_____

This Document Prepared By and Return to:
Southwest Florida Water Management District
Land Resources Department
2379 Broad Street
Brooksville, Florida 34604-6899

Lake Pan Spoil Site Surplus
SWF Parcel No. 19-528-146S

QUIT CLAIM DEED

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WHEREAS, Grantor and Grantee entered into an Agreement for the Transfer of Property to Sumter County on May 26, 2009, recorded with the Sumter County Clerk of the Circuit Court in official records book 280 and page 284 (Agreement), and amended on _____, 2010, recorded in official records book ____ and page ____, to set forth their respective rights and responsibilities with respect to the District's conveyance of the Property to the County and to establish the parameters of the use of the Property thereafter.

WHEREAS, the Property was conveyed by the Florida Department of Transportation to Grantor via quitclaim deed (DOT Deed) dated August 14, 2003 recorded with the Clerk of Circuit Court of Sumter County as official record on book 1121, page 207.

WITNESSETH that the Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by the Grantee, receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, all the right, title interest claim and demand which the said party of the first part has in and to the following real property, situate lying and being in the County of Sumter, State of Florida and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or anywise appertaining to the Grantor provided the following: the Property will not be used for the construction and operation of any type or classification of landfill; the Agreement is attached hereto as "B" and is hereby incorporated and made a part of this Quitclaim Deed. All covenants, terms, and agreements herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Governing Board acting by the Chair of said board, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST: _____
H. Paul Senft, Jr., Secretary
Southwest Florida Water Management District

(OFFICIAL SEAL)

BY: _____
Ronald E. Oakley, Chairman
Southwest Florida Water Management District

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Ronald E. Oakley and H. Paul Senft, Jr., Chairman and Secretary, respectively, of the Southwest Florida Water Management District. They are personally known to me.

(SEAL)

Notary Public

Print Name: _____

Commission Number: _____

Expiration Date: _____

APPROVED BY:	INITIALS	DATE
ATTORNEY	_____	_____
MANAGER	_____	_____
DIRECTOR	_____	_____
DEPUTY EXEC DIR	_____	_____