

Sumter County BOCC - GIS

BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **D01A035**

TORRI RONALD & ANTHONY L, (JTW)
7694 SE 12TH CIR OCALA, FL 34480

Street: 13599 US 441

S/T/R: 01/18/23 LOT 5 THE N 3/4 OF LOT 6 & S 1/2 OF LOT 4 BLK 38 COMMERCIAL HIGHLANDS & BEG AT THE MOST E/LY COR OF LOT 6 BLK 38 COMMERC

Sales

8/1/2007	1838/52	Improved	\$100.00
8/1/2000	834/318	Vacant	\$100.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. 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, it's use, or it's interpretation. This information was last and may not reflect the data currently on file at our office.

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**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF SUMTER, FLORIDA
AND
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2010 (the “Agreement”), by and between **SUMTER COUNTY, FLORIDA** (the “County”), and the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (the “District”).

RECITALS:

A. The District is a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes (the “Act”).

B. The County is a political subdivision of the State of Florida authorized by Chapter 125, Florida Statutes to provide for the health, safety and welfare of its citizens.

C. The District is authorized by the Act to exercise within its boundaries those powers conferred by the Act.

D. In addition to those powers conferred by the Act, the District proposes to provide water and wastewater services (the “District Services”), within the boundaries of the District and all additions thereto, including areas within the County’s utility district when the County agrees to allow the District to provide District Services in those areas.

E. The District proposes to exercise those powers conferred by the Act outside of its geographic boundaries and within the County, as set forth in this Agreement.

F. Pursuant to the Act, particularly Sections 190.011(12), and pursuant to Sections 163.01, Florida Statutes, the County and the District may provide by interlocal agreement for the District to exercise powers outside of its geographical boundaries and within the County.

NOW, THEREFORE, the County and the District agree as follows:

1. Authority. This agreement is entered into pursuant to the authority set forth in Chapters 163 and 190, Florida Statutes (2010) and is consistent with the Comprehensive Plan for the County.

2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. Additional Powers and Duties of the District.

a. In addition to any powers that the District may have, the District shall have and is hereby granted the right in that area of the County described in attached **Exhibit "A"** to exercise those powers authorized under Florida Statutes, Section 190.012(1)(b)(2010), and to exercise those powers necessary or incidental thereto, including the right to set and collect fees.

b. Nothing in this Agreement shall be construed to authorize the District to charge Chapter 190 assessments or ad valorem taxes outside of the geographic boundaries of the District.

4. Payment of Obligations. In no event will the County be required to make any payment for obligations of the District arising out of the authority granted herein.

5. Revenue Bonds; County Not Liable. The County acknowledges that the District may issue revenue bonds of the District in accordance with the Constitution and laws of the State of Florida and the Act, to finance the acquisition, construction, and expansion of facilities, which bonds may be secured by a payable from revenues derived from the operation of the facilities, including revenues from service provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor constitute, general obligations or indebtedness of the County, the State of Florida, or any political subdivision thereof, but shall be payable solely from and secured by a lien upon and a pledge of revenues of the facilities and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or the State of Florida, or of any political subdivision thereof, or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such principal and interest from any other funds of the County, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

6. Term. Unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

7. Amendment. This Agreement may be modified or terminated in writing only by the mutual agreement of both parties in accordance with their respective laws, rules, and procedures. Upon termination of the Agreement, the County shall have no duty to maintain or service and shall have no ownership interest in any personal property in place pursuant to the Agreement.

8. Severability. If any one or more of the covenants, agreements, or provisions of this Interlocal Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, any

reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Interlocal Agreement.

9. Matters Unaffected. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

10. Effective Date. This Agreement shall become effective upon, execution by the District and County.

11. Amendments. Any amendments to this Agreement must be executed by both the County and the District before becoming effective.

IN WITNESS WHEREOF, the County and the District hereto have executed this Agreement by their duly authorized representative.

ATTEST:

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY

Clerk of the Court

Chairman

Approved as to Form

County Attorney

ATTEST:

AS TO DISTRICT:

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Print: _____
Title: _____

By: _____
Steve Drake, Chairman

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ as _____ and _____ as _____ on behalf of the Board of County Commissioners of Sumter County, Florida, who did not take an oath.

Notary Public – State of Florida

Printed Name: _____
My Commission Expires _____
Serial/Commission Number _____

Personally known ____ or ____ produced identification
Type of Identification produced: _____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ as _____ and _____ as _____ on behalf of Village Center Community Development District, a local unit of special purpose government, who did not take an oath.

Notary Public – State of Florida

Printed Name: _____
My Commission Expires _____
Serial/Commission Number _____

Personally known ____ or ____ produced identification
Type of Identification produced: _____

SKETCH SHOWING

AREA TO BE ADDED TO
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
SERVICE AREA

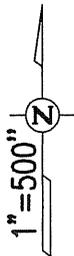
EXHIBIT "A"
SHEET 1 OF 1

MARION COUNTY

SUMTER COUNTY

LAKE COUNTY

U.S. HIGHWAY 441 & 27



-  EXISTING SERVICE AREA
-  AREA TO BE ADDED

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



**FARNER
BARLEY
AND ASSOCIATES, INC.**

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 748-3126

S:\SURVEY\NEWSURVEY\UTILITY COMPANIES\LAKE SERVICE AREA ADDITION SKETCH.dwg, BDH

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 1 OF 1

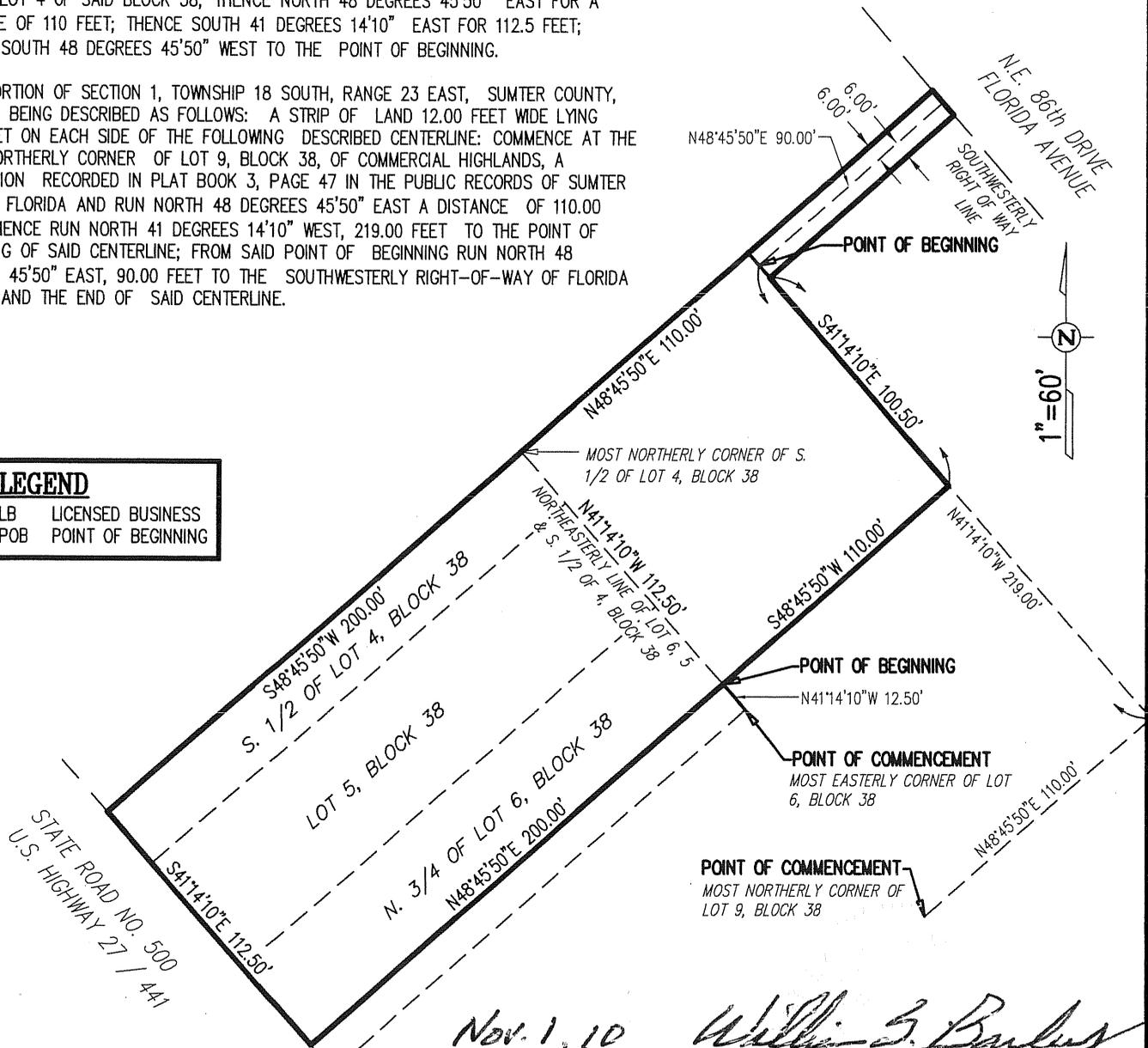
DESCRIPTION:

THE SOUTHERLY 1/2 OF LOT 4, ALL OF LOT 5 AND THE NORTHERLY 3/4 OF LOT 6, BLOCK 38, COMMERCIAL HIGHLANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 47 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND
THAT PORTION OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE MOST EASTERLY CORNER OF LOT 6, BLOCK 38 OF COMMERCIAL HIGHLANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 47 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN NORTH 41 DEGREES 14'10" WEST ALONG THE NORTHEASTERLY LOT LINE OF SAID LOT 6 FOR A DISTANCE OF 12.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41 DEGREES 14'10" WEST ALONG THE NORTHEASTERLY LOT LINES OF LOT 6, 5 AND THE SOUTH 1/2 OF LOT 4 OF SAID BLOCK 38 FOR A DISTANCE OF 112.5 FEET TO THE MOST NORTHERLY CORNER OF THE SOUTH 1/2 OF LOT 4 OF SAID BLOCK 38; THENCE NORTH 48 DEGREES 45'50" EAST FOR A DISTANCE OF 110 FEET; THENCE SOUTH 41 DEGREES 14'10" EAST FOR 112.5 FEET; THENCE SOUTH 48 DEGREES 45'50" WEST TO THE POINT OF BEGINNING.

AND
THAT PORTION OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: A STRIP OF LAND 12.00 FEET WIDE LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 9, BLOCK 38, OF COMMERCIAL HIGHLANDS, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 47 IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND RUN NORTH 48 DEGREES 45'50" EAST A DISTANCE OF 110.00 FEET; THENCE RUN NORTH 41 DEGREES 14'10" WEST, 219.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; FROM SAID POINT OF BEGINNING RUN NORTH 48 DEGREES 45'50" EAST, 90.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA AVENUE AND THE END OF SAID CENTERLINE.

LEGEND	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING



Nov. 1, 10
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 BLOCK 38, COMMERCIAL HIGHLANDS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 47 PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AS BEING S48°45'50"W, AN ASSUMED MERIDIAN.



**FARNER
BARLEY
AND ASSOCIATES, INC.**

4450 NE 63RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 748-3126

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