

NON-PROFIT ORGANIZATION IMPACT FEE AGREEMENT
With First Baptist Church of Belleview, Inc. and
Village of Faith Baptist Church, Inc.

THIS NON-PROFIT IMPACT FEE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, _____ (“Effective Date”), by and between **First Baptist Church of Belleview, Inc., whose address is 6107 SE Agnew Road, Belleview, FL 34420, Village of Faith Baptist Church, Inc.,** whose address is 17548 SE 119th Circle, Summerfield, FL 34491 (hereinafter called “Developer”), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called “County”).

RECITALS

WHEREAS, on October 13, 2009, the County adopted Ordinance 2009-22, Ordinance 2009-23, and Ordinance 2009-24 to exempt qualified non-profit organizations from the County’s Villages fire, Sumter fire, and road impact fees and for those impact fee funds to be reimbursed from the County’s General Fund, and;

WHEREAS, the Developer applied for a building permit to construct a 4,800 square foot church (hereinafter called “Project”), and;

WHEREAS, the road impact fee for the Project is \$7,396.80, and the Sumter fire impact fee for the Project is \$2,640, and;

WHEREAS, the Developer is a qualified non-profit organization that meets the definition of a private foundation or public charity under Section 26 U.S.C. 509 of the Internal Revenue Code of the United States and has filed the appropriate forms for tax exemption with the Internal Revenue Service and subsequently received written notice of approval of nonprofit status under Section 26 U.S.C. 5019(c)(3) of the Internal Revenue Code of the United States and has provided the County with sufficient written proof of active, current nonprofit corporation status with the Florida Secretary of State and proper nonprofit status acquisition with the Internal Revenue Service;

WHEREAS, the Developer owns the land upon which the Project will be constructed;

WHEREAS, the Project is 4,800 gross square feet;

NOW THEREFORE, accepting the above recitals as true and incorporating them as if stated herein, and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

Section 1. Exemption and Reimbursement of Impact Fees

1. The Developer is exempt from the payment of \$7,396.80 in road impact fees and \$2,640 in Sumter fire impact fees for the Project;
2. Consistent with the applicable ordinance fee schedules, the County shall transfer \$7,396.80 from the General Fund to the Road Impact Fee Fund and \$2,640 from the General Fund to the Sumter Fire Impact Fee Fund;

Section 2. Limitation of Impact Fee Exemptions

1. The Developer shall only utilize the Project for its own operations and may not lease or sell the Project or property for a period of three (3) years from the effective date of this agreement;
2. If any condition precedent to County payment stated herein is violated, through intentional acts or negligence by the Developer, the Developer shall reimburse the County's General Fund for the entire amount of the impact fees paid by the County.

Section 3. General Provisions

1. The effective date of this Agreement is the date upon which the Agreement is executed by the County;
2. Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

DEVELOPER:
First Baptist Church of Belleview, Inc.
6107 SE Agnew Road
Belleview, FL 34420

Village of Faith Baptist Church, Inc.
17548 SE 119 Circle
Summerfield, FL 34491

COUNTY:
Sumter County
Attn: County Administrator
910 North Main Street
Bushnell, FL 33513

3. The parties agree that venue and jurisdiction for any disputes arising out of this entire Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.
4. If any provision of this agreement shall be found inconsistent with state, local or federal law, that provision shall be considered severed and the remain provisions shall remain binding upon the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written;

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

ATTEST: _____

Gloria Hayward, Clerk of Court

Approved as to Form
and Legal Sufficiency

Sumter County Attorney

**First Baptist Church of
Bellevue, Inc.**

ATTEST: _____
Sign Name

Sign Name

Print Name

Print Name

**Village of Faith Baptist of
Baptist Church, Inc.**

ATTEST: _____
Sign Name

Sign Name

Print Name

Print Name

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [Help](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

[Entity Name Search](#)

No Events

No Name History

Detail by Entity Name

Florida Non Profit Corporation

VILLAGE OF FAITH BAPTIST CHURCH, INC.

Filing Information

Document Number N06000006054
FEI/EIN Number N/A
Date Filed 06/05/2006
State FL
Status ACTIVE

Principal Address

17548 SE 119 CIRCLE
SUMMERFIELD FL 34491

Changed 03/21/2007

Mailing Address

17548 SE 119 CIRCLE
SUMMERFIELD FL 34491

Changed 03/21/2007

Registered Agent Name & Address

PLEDGER, RON H
17548 SE 119 CIRCLE
SUMMERFIELD FL 34491

Name Changed: 03/21/2007

Address Changed: 03/21/2007

Officer/Director Detail

Name & Address

Title D

BRYANT, KENNETH W
875 MOSES LOOP
THE VILLAGES FL 32162

Title D

HENDERSON, ROY
2136 CALLAWAY DRIVE
THE VILLAGES FL 32162

Title D

HORTON, ZANE
1327 SANTA MARIE AVENUE

Rec. \$ 10.00
Addl name 1.00
D.S. 4,900.00
4,911.00

Prepared by and return to: ✓
FRANK C. AMATEA
500 NE 8th Avenue
Ocala, FL 34470

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
05/21/2008 10:42:21AM
DEED
DOC \$4,900.00

PAGE 1 OF 1
B-1951 P-191



Tax Parcel No. D32-007

WARRANTY DEED

THIS WARRANTY DEED made the 12th day of May, 2008, by FRANCIS D. TOWNSEND and KAREN G. TOWNSEND, husband and wife, and JAMES E. GILLEON and JERRIE L. GILLEON, husband and wife, hereinafter called the Grantors, to FIRST BAPTIST CHURCH OF BELLEVIEW, INC., a non-profit Florida corporation, whose address is 6107 S. E. Agnew Road, Belleview, FL 34420, hereinafter called the Grantee.

WITNESSETH: That the Grantors, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, bargain and sell to the said Grantee, and Grantee's successors and assigns forever, the following described land, situated, lying and being in Sumter County, Florida, to-wit:

The NW 1/4 of the SW 1/4 of the NE 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, LESS the North 25.00 feet thereof for road right-of-way.

SUBJECT TO: Taxes for the current year, not yet due and payable; easement in favor of the City of Wildwood dated December 28, 2007, and recorded in OR Book 2008, page 5541, public records of Marion County, Florida, and easement in favor of Sumter Electric Cooperative, Inc., dated November 17, 1970, and recorded December 2, 1970, in OR Book 114, page 373, public records of Sumter County, Florida. 36618

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

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written.

UNOFFICIAL COPY

Signed, read and delivered in our presence as witnesses:

Sign: [Signature]
Print name: Francis D. Townsend

Sign: [Signature]
Francis D. Townsend

Sign: [Signature]
Print name: Emma Jean Moore

Sign: [Signature]
Karen G. Townsend
643 SWISSY, OCALA FL 34474

Sign: [Signature]
Print name: Jeanne Charbonneau

Sign: [Signature]
James E. Gilleon

Sign: [Signature]
Print name: Emma Jean Moore

Sign: [Signature]
Jerrie L. Gilleon
33301 SE 142 Place
Summerfield FL 34491

STATE OF FLORIDA
COUNTY OF MARTON

The foregoing instrument was acknowledged before me, this 12th day of May, 2008, by Francis D. Townsend and Karen G. Townsend, husband and wife, and JAMES E. GILLEON and Jerrie L. Gilleon, husband and wife.

personally known or
 produced identification
Type of identification: Florida driver's licenses

Sign: [Signature]