

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Impact Fee Credit Agreement for Development of County Roads C-468 and C-501

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 11/14/2017

CONTRACT: N/A Vendor/Entity: The Villages of Lake-Sumter Inc.

Effective Date: 11/14/17 Termination Date: _____

Managing Division / Dept: Road & Bridge / Public Works

BUDGET IMPACT: \$9,747,000

FUNDING SOURCE: Road Impact Fee Fund

Type: Capital **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

This is an agreement between The Villages of Lake-Sumter (Developer) and Sumter County, FL (County).

The County wishes to make, and the Developer is willing to provide improvements to a portion of C-468 and C-501 (Exhibit A). The Developer shall develop and construct the improvements to the portion of C-468 and C -501(the Project) and receive impact fee entitlement for the cost of constructing the Project.

Kimley-Horn and Associates, Inc. have developed concept plans which describe the improvements to be made to C-468 and C-501. The Proposed Concept includes the opinion of probable coast attached. (Exhibit B).

The project is consistent with the Sumter County Unified Comprehensive Plan, and the County has exclusive control of the existing road right-of-way of the Project and acknowledges that the portion of the Project qualifying for impact fee credit is integral part of and a necessary accommodation of contemplated Off-Site Improvements to Designated County Roads and excludes Access Improvements, the proposed construction schedule is consistent with the County's transportation work schedule.

The County and The Villages of Lake-Sumter Inc., desire to enter into this agreement to set forth their duties and obligations for the acquisition and construction of the Project, and the impact fee credits to which the Developer is entitled.

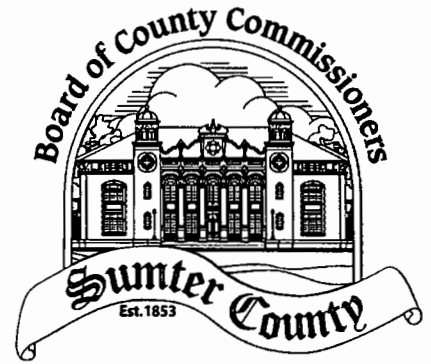
Prepared by: Debra Edwards **Grammarly Check**

APPROVED

Board of County Commissioners

Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



November 22, 2017

Mark Morse, President
The Villages of Lake-Sumter, Inc.
1020 Lake Sumter Landing
The Villages, FL 32162

Dear Mr. Morse:

Enclosed for your signature are two (2) originals of the Impact Fee Credit Agreement for Development of County Roads C-468 and C-501 between Sumter County and The Villages of Lake-Sumter, Inc. approved by the Board of Sumter County Commissioners on November 14, 2017. Please have both originals signed and return one (1) to the Clerk of Courts, Attn: Caroline Al Restimawi, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Caroline Al Restimawi
Caroline Al Restimawi
Deputy Clerk

Enclosures

Al Butler, Dist 1
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breedon, Dist 4
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

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

The Villages®

Administration

November 28, 2017

Board of County Commissioners
Sumter County
Clerk of the Courts
Attention: Caroline Al Restimawi, Deputy Clerk
Post Office Box 247
Bushnell, Florida 33513

Dear Ms. Restimawi:

Enclosed please find the following fully executed documents:

- 1) Perpetual Drainage Management Agreement between Sumter County and The Villages Land Company, LLC.
- 2) Impact Fee Credit Agreement for Development of County Roads C-468 and C-501 between Sumter County and The Villages of Lake-Sumter, Inc.

Should you have any questions, please contact our office at the number captioned below.

Sincerely,



Gary L. Moyer
Vice President, Director of Development

GLM:dp
Enclosures

cc: Bradley Arnold

**IMPACT FEE CREDIT AGREEMENT
FOR DEVELOPMENT OF COUNTY ROADS C-468 and C-501**

THIS AGREEMENT ("Agreement"), made and entered into this 14th day of November, 2017, by and between THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, doing business at 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "Developer") and SUMTER COUNTY, a political subdivision of the State of Florida, whose address is 7375 Powell Rd., Wildwood, FL 34785 (hereinafter called "County", or "the Board of County Commissioners of Sumter County, Florida", or "the Board").

RECITALS

WHEREAS, the County wishes to make, and Developer is willing to provide, improvements to a portion of C-468 and C-501 (see Exhibit A) as further described herein; and,

WHEREAS, the Developer shall develop and construct the improvements to the portion of C-468 and C-501 as further described herein (the "Project") and receive impact fee entitlement for the cost of constructing the Project; and

WHEREAS, Kimley-Horn and Associates, Inc. developed concept plans for the Project which describe the improvements to be made to C-468 and to C-501. The Proposed Concept also include the opinion of probable costs attached hereto as Exhibit B, and

WHEREAS, the County finds that the Project is consistent with the Sumter County Unified Comprehensive Plan, acknowledges that the County has exclusive control of the existing road right-of-way of the Project, acknowledges that the portion of the Project qualifying for impact fee credit is an integral part of and a necessary accommodation of contemplated Off-Site Improvements to the Designated County Roads and excludes Access Improvements, and the proposed construction schedule is consistent with the County's transportation work schedule; and

WHEREAS, the parties desire to enter into an agreement to set forth their duties and obligations for the acquisition and construction of the Project, and the impact fee credits to which the Developer will be entitled.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged by both parties and the mutual terms, covenants, and conditions to be complied with on the part of the parties hereto, the parties do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals and Whereas clauses are true and correct and are hereby incorporated by the Parties into this Agreement as if fully set forth herein, *in haec verba*.

2. The Project. On C-468 between CR-505 and Florida's Turnpike, the Project includes the construction of a roundabout at an entrance to The Village of Fenney and a signalized intersection at C-468/C-501 to include the associated roadway widening, roadway tie-in, and repaving of those portions of C-468 and C-501 as depicted in Exhibit A (with the exception of the signalized intersection in lieu of the roundabout at the intersection of C-468/C501). The Project will also include the construction of a multi-modal golf cart tunnel system at the C-468/C-501

intersection; however, this is excluded from the cost reimbursement and shall not be eligible for impact fee credits. This Project shall include, but not necessarily be limited to, any and all necessary reconstruction of the existing four-lane rural section of the roadway and features on C-468 to and including the C-468/C-501 intersection. Along C-501, the existing two-lane roadway will be reconstructed as a four-lane rural-urban roadway to the southern-most property-boundary-of-access to the residential development on Parcel G34-004 including a roundabout to the future development.

3. **Developer Responsibilities.**

A. **Roadway Design.** The Proposed Concept Plan has been approved by County and Developer as shown in Exhibit A (with the exception of the signalized intersection in lieu of the roundabout at the intersection of C-468/C501). Developer, in conjunction with the County and Kimley-Horn and Associates, Inc. shall be responsible for any modification to the C-501 Preliminary Engineering Study, Proposed Concept Plan and any re-engineering that may occur due to unforeseen circumstances not currently covered by the Proposed Concept Plan, including the payment of any costs related thereto. In the case of a design/build project, the thirty-percent (30%) Design Plans and accompanying materials shall be submitted to the Public Works Director for review with comments returned to Developer within thirty (30) days of receipt by County. The construction drawings shall be submitted to the Director of Public Works for his/her approval or disapproval. The Director of Public Works shall have thirty (30) days from the phase submittal of the engineering documents to approve or disapprove in writing such documents. If the Director of Public Works determines that the Phased Construction Documents or the final engineering Construction Documents are not in compliance with applicable regulations, then, the Director of Public Works disapproval comments shall specifically state those portions not in compliance. The Director of Public Works may also submit written suggestions and recommendations to Developer based on his review of phased Construction Documents. The design of all features shall meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida “Greenbook”, or FDOT Roadway Design Standards. Both documents, aforesaid shall be considered as if herein set forth *in haec verba* and are to be considered a material provision of this Agreement.

B. **Construction of Project.** The Project shall be constructed in accordance with all requirements as stated in 3(A) above, including periodic inspections and submission of all testing reports by Developer and final inspection by County prior to acceptance of each phase. Developer shall commence construction of the Project within one hundred twenty (120) days from the Notice to Proceed date, and complete construction of the Project within two (2) years from commencement of construction of the Project.

C. **Development’s Landscaped Maintenance.** Consistent with other major roadways within The Villages® development, one or more Community Development Districts shall maintain the landscaping, roadway lighting (if applicable) and irrigation within the rights-of-way of C-468 and C-501 as designed on the approved final engineering Construction Documents. The County shall not be responsible nor be held liable for the work described as landscaping, maintenance and irrigation requirements.

D. Stormwater Retention Basins. County will provide Developer timely construction drawing review, comment and construction inspection of off right-of-way basins which serve as a stormwater component of the Project. Certain Stormwater Retention Basins may be constructed as part of the Project by Developer. The permitting of such basins will be coordinated, as necessary, with County. Developer is to assume basin post construction maintenance responsibilities in their entirety. Project related basins may not be modified without prior written consent from the Board of County Commissioners of Sumter County, Florida.

4. Impact Fee Credits.

A. Conveyance of Right-of-Way.

(i) **Property Owned by the Developer.** It is not anticipated that roadway rights-of-way, excepting stormwater basins as noted above in 3(D), will be needed from Developer for the Project along C-501. It is anticipated that Developer will donate and legally convey the necessary roadway and pond rights-of-way for the Project along C-468 and at the C-468/C-501 intersection.

B. Construction of the Project. County agrees that Developer shall be entitled to impact fee credits based upon the actual cost of construction of public off-site infrastructure improvements, however, in no event shall Developer be entitled to any credit in excess of the estimated construction costs set forth in the Proposed Plan approved by County, unless the Project is competitively bid, in which case, Developer shall be entitled to impact fee credit in the amount of the actual cost of constructing the Project plus 20% of such bid amounts, whichever is less.

C. Records and Impact Fee Credits. All Road Construction Transportation Impact Fees paid by or on behalf of Developer from and after the date of this Agreement shall be available for credit to Developer pursuant to this Agreement. Developer may apply for a credit based upon the percentage of the work completed by delivering to County a certification by the Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to Developer upon inspection, approval, and acceptance by County. Developer will pay Transportation Impact Fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue to Developer in an amount equal to 90% of the cost of each portion of the Project completed. Upon completion of each phase, 100% of the cost associated with such phase shall be available for credit to Developer upon inspection, approval, and acceptance by County. Transportation Impact Fees paid by Developer to County before the date Developer first establishes impact fee credits shall be provided as a rebate to the Developer to the extent of Developers impact fee credit entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit balance, Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If Developer has not previously assigned its impact fee credits pursuant to Section D. below within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month end

month's balance of impact fees paid by Developer, provided such rebate amount does not exceed the existing credit entitlement available to Developer. The amount of each monthly rebate shall be deducted from the credit entitlement available to Developer. County shall deliver to Developer monthly reports indicating all activity on the account during the month, and the month end credit balance. Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of the Off-Site improvements to be contributed. This information will be available to County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

D. Assignment of the Impact Fee Credits by the Developer. The impact fee credits shall be fully transferable and assignable by the Developer in accordance with Sumter County Code of Ordinances. Following an assignment by the Developer of the entire credit balance available to the Developer, the Developer shall resume remitting to the County the regularly assessed Transportation Impact Fees.

E. Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to Generally Accepted Accounting Principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable a ready identification of all Project costs. County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent.

F. Annual Review and Audit. County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the Board finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be unilaterally revoked or modified by the County in its sole and absolute discretion.

5. Term. This Agreement shall continue in full force and effect until the latter to occur of (i) completion of the Project, or (ii) the impact fee credit is fully utilized provided however, in any event, this Agreement shall terminate twelve (12) years from the date of this Agreement.

6. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice:

COUNTY:
Sumter County Administrator

DEVELOPER:

7375 Powell Road
Wildwood, Florida 34785

The Villages of Lake-Sumter,
Inc.
1020 Lake Sumter Landing
The Villages, Florida 32162
Attention: Gary Moyer

Copy to:

George Angeliadis, Esq.
The Hogan Law Firm, LLC
11031 Spring Hill Dr.
Spring Hill, FL 34608

Copy to:

Brian Hudson, Esq.
1020 Lake Sumter Landing
The Villages, Florida 32162

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

7. **Independent Contractor; Federal and State Tax.** Developer is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County; and no provisions of County's personnel policies shall apply to this Agreement. None of the benefits provided by County to its employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance, are available from County to Developer, or its employees, agents or servants. Developer assumes responsibility for payment of all federal, state and local taxes imposed or required of Developer including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Developer as employer is responsible. Developer shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that County shall not: (a) pay dues, licenses or membership fees for Developer; (b) require attendance by Developer, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Developer from working for any other party.

8. **Indemnification, Insurance and Sovereign Immunity.** Developer shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Developer shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Developer, its agents, or employees during performance under this Agreement. Developer shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

9. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

10. **Public Records and Ownership of Documents.**

All documents generated by Developer for County become the property of County. County may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. Developer agrees to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law.

Developer is required to: (i) keep and maintain public records required by County; (ii) upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Developer does not transfer the records to County; (iv) upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Developer or keep and maintain public records required by County.

If Developer transfers all public records to County upon completion of this Agreement, Developer shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of this Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT: Bradley Arnold, County Administrator, 352-689-4400, 7375 Powell Road, Wildwood, FL 34785

11. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understanding and agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

12. **Assignment and Subcontracting.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

13. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

14. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

15. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

16. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each

party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

17. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

18. **Time is of the Essence.** Time shall be of the essence of this Agreement.

19. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

20. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

21. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

22. **Law of the Agreement.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement.

23. **Jurisdiction and Venue.** The Parties to this Agreement agree that venue shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this Agreement should be mandated by a court of competent jurisdiction (issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process) to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to the removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala

Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

24. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party.

25. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

26. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

27. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

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



Gloria Hayward, Clerk of the Court
Gloria Hayward, Clerk of the Court

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

By: Al Butler
Al Butler, Vice Chairman

Approved as to Form
And Legal Sufficiency

George Angelidis
Sumter County Attorney

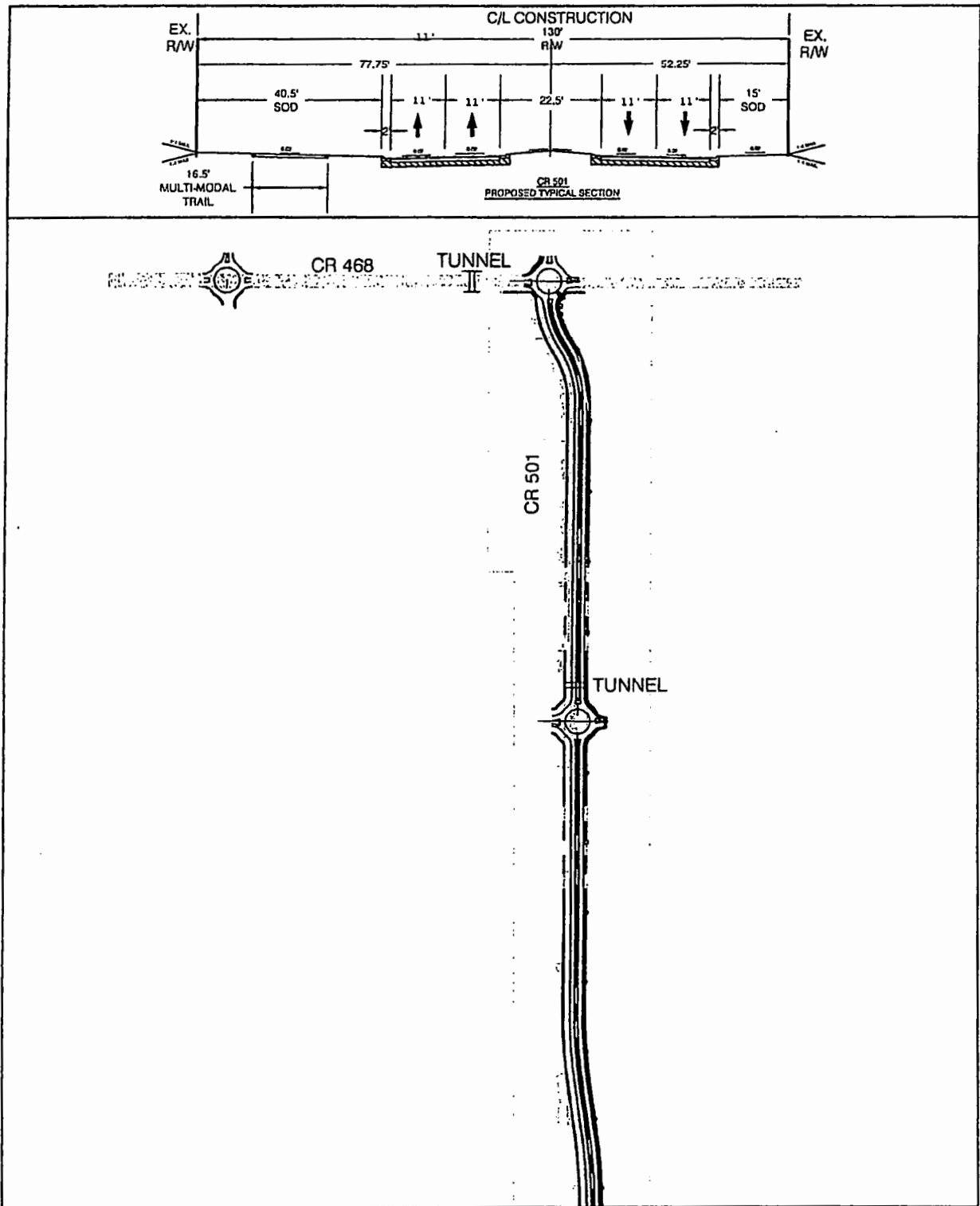
ATTEST:

By: Kelsea Morse Manly
Kelsea Morse Manly, Vice President

THE VILLAGES OF LAKE-SUMTER, INC.

By: Mark G. Morse
Mark G. Morse, President

Attachment "A"



NOT TO SCALE

CR 501 CONCEPTUAL
PLAN

Attachment "B"

CR501 INFRASTRUCTURE COST ESTIMATES					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CR501 4-Lane Urban Section	0.80	MI	\$6,900,000	\$5,520,000
2	CR501 Roundabout	1	EA	\$600,000	\$600,000
3	CR501/C-468 Signalized Intersection	1	EA	\$500,000	\$500,000
4	C-468 Roundabout West of CR501	1	EA	\$600,000	\$600,000
Subtotal					\$7,220,000
Design (12% Construction Cost)					\$866,400
Project Management (8% Construction Cost)					\$577,600
Contingency (15%)					\$1,083,000
Total					\$9,747,000