

**RETIREMENT COMMUNITY (DETACHED) DWELLING UNIT ROAD IMPACT FEE
AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into this 16th day of February _____, 2021, by and between **SUMTER COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, Florida 34785 (the “County”), and **The Villages Companies**, which currently includes both The Villages Land Company, LLC (VLC) and The Villages Development Company, LLC (VDC), hereinafter VLC and VDC are collectively referred to as the “COMPANIES,” whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

RECITALS

WHEREAS, the County is a Florida unit of general-purpose government and a political subdivision of the State of Florida pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the COUNTY has the authority to adopt impact fees in accordance with the Florida Impact Fee Act, Section 163.31801, Florida Statutes; and

WHEREAS, the COUNTY has adopted and implemented a schedule of Road Impact Fees as set forth in the Sumter County Code of Ordinances, Chapter 20, Article III, Division 4, Section 20-66, and the specified rate for Retirement Community (Detached) Dwelling Units is currently \$972.00 per dwelling unit based on a rate study adopted on October 22, 2019; and,

WHEREAS, the COMPANIES are currently the only developer of current and future development of age-restricted detached dwelling residential housing units within the County, commonly known as “The Villages® development”; and

WHEREAS, the COMPANIES desire to retain predictability in impact fee rates for the future development of its age-restricted detached dwelling residential housing units; and

WHEREAS, the COMPANIES voluntarily agree to pay an alternative impact fee rate for the Retirement Community (Detached) Dwelling Unit in accordance with the terms and conditions of this Agreement.

WHEREAS, the COUNTY recognizes and hereby gives appropriate economic development within Sumter County its highest priority in order to encourage sustainable and vital economic development activity within the County; and

WHEREAS, the COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to accept the COMPANIES commitment to voluntarily pay a higher Road Impact Fee Rate for Retirement Community (Detached) Dwelling Units than the current established rate pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated into and form a material part of this Agreement. All exhibits identified herein, if any, are hereby incorporated by reference to the same extent as if fully set forth herein.
2. **COMPANIES' Representations.** COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue operations within Sumter County for the duration of this Agreement.
3. **COMPANIES' Obligations.** COMPANIES have voluntarily agreed to pay a higher rate than that rate specified in Section 20-66 for the Retirement Community Detached Dwelling Unit. COMPANIES shall pay the rate of \$1,372.00 per dwelling unit for each permitted Retirement Community (Detached) Dwelling Unit for the continued development of The Villages[®] development. This voluntary rate shall be effective on the later of the date of execution of this Agreement by both parties, or May 1, 2021. The COMPANIES waive any right, title, or interest to road impact fee credits to which they may be entitled to for the difference in the amount paid from the voluntarily agreed rate set forth in this Agreement and the established Road Impact Fee Rate for each Retirement Community (Detached) Dwelling Unit set forth in Section 20-66 of the Sumter County Code of Ordinances.
4. **COUNTY'S Obligations.** During the Term of this Agreement, COUNTY (1) shall not increase the road impact fee rate schedule found in the Sumter County Code of

Ordinances, Chapter 20, Article III, Division 4, Section 20-66; and (2) shall not impose any new or additional impact fees, such obligation does not include the assessment, imposition or change in any other fee, rate or special assessments that may be imposed by the COUNTY, or any other governmental entity or municipality.

5. **TERM AND TERMINATION.** The term of this Agreement shall commence on the later of the date of execution of the Agreement by both parties, or May 1, 2021, and shall automatically terminate on October 22, 2024, or upon the earlier occurrence of any of the following:

- a. The COMPANIES fail to timely pay the voluntarily agreed higher rate set forth in this Agreement when due and concurrent to the issuance of building permits;
- b. The COUNTY amends the Road Impact Fee Rate schedule as set forth in Chapter 20, Article III, Division 4, Section 20-66 to increase or decrease any or all of the Road Impact Fee rates; or the COUNTY imposes any new impact fees; or
- c. Upon the issuance of the first building permit for a developer, other than the COMPANIES, for an approved planned development project of 500 or more age-restricted detached residential dwelling units.

6. **General Provisions.**

A. Applicable Law and Venue. This agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, the venue shall be in Sumter County, Florida.

B. Dispute Resolution.

(1) The parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section prior to filing suit against the other party. Any party may initiate the dispute resolution process by providing written notice to the other party. This section is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(2) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(3) If discussions between parties fail to resolve the dispute within 60 days of the notice described in subsection 6.D. below, the parties shall appoint a mutually acceptable Florida Supreme Court Certified Circuit Court mediator to serve as a neutral third party to facilitate mediation. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(4) If the parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any party may terminate the settlement discussion by written notice to the other party. In such an event, any party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(5) In any dispute, each party shall pay the fees, charges, and expenses of its own counsel, experts, and witnesses; and unless otherwise agreed during mediation, the parties shall equally share in the cost of mediation.

(6) The terms of this section shall survive any termination or expiration of this Agreement.

C. Non-Waiver. The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

D. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County:

Sumter County, Florida

Attention: County Administrator

7375 Powell Road

With a copy to:

The Hogan Law Firm

Attention: Jennifer Rey, Esq.

20 South Broad Street

Wildwood, Florida 34785

Brooksville, Florida 34601

COMPANIES:

With a copy to:

Assistant Director of Development
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Legal Department
3619 Keissel Road
The Villages, Florida 32163

E. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable, and the remaining parts of this Agreement shall continue in full force and effect, provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

F. Entire Agreement; Amendment. This instrument and its exhibits, if any, constitutes the entire agreement between the parties and supersede all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

G. Counterparts. This Agreement may be signed in counterparts, each of which, taken together, shall be deemed an original hereof.

7. Public Records.

COMPANIES agree 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. **IF COMPANIES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANIES' 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**

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

ATTEST:

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

Caroline AlRestimawi, Deputy Clerk

Garry Breeden, Chairman

WITNESSES:

**THE VILLAGES LAND COMPANY,
LLC, a Florida limited liability company**

Julie Royals
Print Name: Julie Royals

Doris A. Pardo
Print Name: Doris A. Pardo

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: [Signature]
Print Name: Robert L. Chandler IV
Title: Manager

WITNESSES:

**THE VILLAGES DEVELOPMENT
COMPANY, LLC,
a Florida limited liability company**

Doris A. Pardo
Print Name: Doris A. Pardo

Julie Royals
Print Name: Julie Royals

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: [Signature]
Print Name: Kelsea Morse Manly
Title: Manager