

NONPROFIT ORGANIZATION IMPACT FEE AGREEMENT

With **VILLAGE OF FAITH BAPTIST CHURCH**

THIS NONPROFIT IMPACT FEE AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2021 ("Effective Date"), by and between **Village of Faith Baptist Church, 17548 SE 119th Circle, Summerfield, 34491** (hereinafter called "Developer"), and **Sumter County**, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, FL 34785 (hereinafter called "County").

RECITALS

WHEREAS, Sumter County Code of Ordinances Chapter 20 Article III exempts qualified nonprofit organizations from the County's 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 3,015 square foot Church Addition (hereinafter called "Project"); and

WHEREAS, the road impact fee for the Project is \$3,756.00; and

WHEREAS, the Developer is a qualified nonprofit organization that meets the definition of nonprofit corporation status with Florida Department of State and nonprofit status with the Internal Revenue Service requirements of Section 26 U.S.C. 501; and

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

WHEREAS, the Project does not exceed the five thousand (5,000) gross square feet of non-residential space per development;

NOW, THEREFORE, accepting the above recitals are true and incorporating them as if state 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 shall only utilize the Project for its operations and may not lease or sell the Project or property for 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 2. 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 maybe give 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, address to the parties as follows,

Developer: Village of Fair Baptist Church
17548 SE 199th Circle
Summerfield, FL 34491

County: Sumter County Board of County Commissioners

Attn: County Administrator
7375 Powell Road, Wildwood, FL 34785

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 remaining provisions shall remain binding upon the parties.
5. Developer shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
6. **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

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

Attest:

Caroline AlRestimawi, Clerk of Court
Clerk of Court

Garry Breeden, Chairman

Developer: Villages of Faith Baptist Church

Attest:

By:

By: