

AGREEMENT FOR PAYMENT OF IMPACT FEES

By this Agreement for Payment of Impact Fees (hereinafter the "Agreement"), Garden Street Communities Southeast, LLC, a Florida limited liability company, hereinafter "Garden Street," and Santa Rosa District Schools, hereinafter "SRDS," mutually agree as follows:

WHEREAS, Garden Street currently has under contract for purchase a parcel of property identified as Santa Rosa County Tax Parcel ID# 272N290000002000000, which Garden Street expects to purchase and develop as a residential subdivision; and

WHEREAS, Garden Street has offered to pay to SRDS impact fees for each lot contained in the subdivision plat; (hereinafter lots comprising the recorded subdivision plat shall be referred to as the "Lots"); and

WHEREAS, SRDS has accepted such offer.

NOW THEREFORE, in consideration of premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) The foregoing recitals are incorporated as if fully restated herein.
- 2) Within 5 days of Garden Street causing the recording of a final subdivision plat approved by the Santa Rosa County Board of County Commissioners for the parcel identified herein, Garden Street shall tender to SRDS a lump sum amount equal to \$1,500 per lot.
- 3) Said lump sum amount shall be credited to Garden Street as prepayment for any future "School Impact Fees" that become due to SRDS as a result of homebuilding activity on Lots. Said credit shall be subsequently applied, deducted and apportioned to satisfy School Impact Fees in a manner determined by Garden Street at the time of application for single family residential building/construction permits.
- 4) In any event, the prepayment of School Impact Fees pursuant to this Agreement are (i) non-refundable (regardless of SRDS enactment, or failure to enact, School Impact Fees) and (ii) shall not eliminate any obligation to satisfy the full amount of any School Impact Fee in effect, either through funds on credit with SRDS pursuant to this Agreement or supplemental payment.

- 5) For purposes of this Agreement, the amount of the “School Impact Fee in effect” shall be the amount of the School Impact Fee on the date of application for single family residential building/construction permits.
- 6) Assignment. Garden Street shall have the privilege of assigning the credit generated as a result of compliance with the terms of this Agreement, in whole or in part and from time to time, to any person or persons, firm or corporation. Garden Street shall deliver to SRDS an executed copy of any such assignment, similar in form to Exhibit “A” attached hereto, in which event, SRDS shall credit assignee the sums designated within the terms of said Assignment.
- 7) Termination. In the event that Garden Street, or an entity owned by the same principle, fails to take title to the property identified herein, this Agreement shall self-terminate.
- 8) Waiver of Jury Trial. By entering into this Agreement, the parties agree to waive their right to trial by jury and agree to have a judge preside over any trials that arise from any litigation arising from this Agreement.
- 9) Attorneys’ Fee. In the event of any dispute arising under this Agreement, whether or not a lawsuit, arbitration, or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs (including those incurred in any related appeals), including attorneys’ fees and costs incurred in litigating entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of the recoverable attorneys’ fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- 10) Severability Clause. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties have executed this Agreement on the ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

**GARDEN STREET COMMUNITIES
SOUTHEAST, LLC,**


Printed Name: Lucas Henderson

By: 
BRYAN ADAMS, MANAGER


Printed Name: AMANDA SCHILUNGER

SANTA ROSA DISTRICT SCHOOLS

Printed Name: _____

By: _____

Printed Name: _____

[SIGNATURE PAGE TO AGREEMENT FOR PAYMENT OF IMPACT FEES]

EXHIBIT "A"

ASSIGNMENT OF SCHOOL IMPACT FEE CREDITS

_____, (Credit Assignor) a
received, does hereby assign and transfer to
_____, (Credit Assignee) a
_____, (LLC, Company, Corporation, Etc.) Impact Fee Credits in the amount of
_____ (write out dollar amount) (\$_____) issued by Santa Rosa District School to Credit Assignor via Agreement for Payment of Impact Fees dated _____; and _____ (Credit Assignee) hereby accepts this assignment and transfer. All remaining Impact Fee Credits not transferred are reserved by _____ (Credit Assignor).

(CREDIT ASSIGNOR)

(CREDIT ASSIGNEE)

By: _____

By: _____

Title: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ (title) of _____ (Credit Assignor), on behalf of the _____ (LLC, Company, Corporation, Etc.). The person is personally known to me (____) or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ (title) of _____ (Credit Assignee), on behalf of the _____ (LLC, Company, Corporation, Etc.). The person is personally known to me (____) or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____