

**SETTLEMENT AGREEMENT AND RELEASE**

Sam Rodgers Properties, Inc., a Florida corporation ("Sam Rodgers"), Sarasota County, Florida, a political subdivision of the State of Florida ("County"), and the School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida ("School Board") agree to this Settlement Agreement and Release ("Settlement Agreement") in full settlement of the matters described herein.

WHEREAS, the County has levied school impact fees within the County and against property within the Hatchett Creek at Jacaranda Development of Regional Impact ("Hatchet Creek DRI") owned or developed by Sam Rodgers for the benefit of the School Board; and

WHEREAS, pursuant to the requirements of the Development Order issued by Sarasota County for the Hatchett Creek DRI, Sam Rodgers previously paid Three Hundred Thousand dollars (\$300,000.00) to the School Board as mitigation for the students generated within the Hatchett Creek DRI, and

WHEREAS, Sam Rodgers has paid over three hundred thousand dollars in school impact fees for development within the Hatchett Creek DRI, and

WHEREAS, Sam Rodgers has claimed the right under Florida

law and Sarasota County Ordinance 2007-056 to credits against the school impact fees paid within the Hatchett Creek DRI.

WHEREAS, Sam Rodgers, County, and the School Board desire to fully and finally settle all issues and legal claims that have arisen or could be brought; and

WHEREAS, this is a settlement of disputed issues between the parties with all parties specifically denying any liability. This Settlement Agreement shall not be construed as an admission of liability on behalf of any party.

In consideration for the mutual promises set forth herein the parties agree as follows:

1. The School Board shall pay to Sam Rodgers the amount of One Hundred Sixty Five Thousand dollars (\$165,000.00) within thirty (30) days of all parties approving this Settlement Agreement.

2. Sam Rodgers represents and warrants that it has the legal power to, and is, settling these claims for itself, its successors and assigns, and on behalf of purchasers of property located within the Hatchett Creek DRI.

3. Upon the approval and execution of this Settlement Agreement by all parties, Sam Rodgers releases the County and School Board from any and all claims (1) of entitlement to educational impact fee credits or reimbursement based upon any

theory including, but not limited to, Sam Rodgers's prior school mitigation payment pursuant to the Development Order for the Hatchett Creek Development of regional impact, and (2) that County Ordinance #2004-028, codified as Section 70-292, commonly known as the Educational Impact Fee Ordinance, as amended, is unconstitutional, invalid, or void for any reason.

4. Except in paragraph 7 below, each party shall bear its own attorneys' fees and costs.

5. The parties acknowledge that they have had the advice of counsel of their own selection in connection with the terms and conditions of this Settlement Agreement; that they have read and understand the terms and conditions of this Settlement Agreement; that they are entering into this Settlement Agreement of their own free will; and that they intend to be bound by the terms hereof.

6. The parties agree that there are no promises or agreements, oral or otherwise, inducing entry into this Settlement Agreement. The parties are relying only on the express terms, conditions and agreements set forth herein. The parties further agree that any promise or agreement, not expressly set forth in writing and signed by all parties, cannot be relied upon and will not be valid or enforceable.

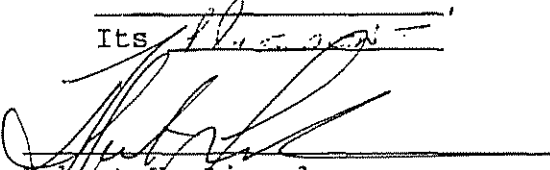
7. In the event any party hereto is required to file suit to enforce the terms and conditions of this Settlement Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs against the non-prevailing party.

**SAM RODGERS PROPERTIES, INC**

BY: *S. C. Rodgers*

Date: 12-3-05

Its *Attorney*

  
Robert K. Lincoln  
Florida Bar No. 0006122  
Icard, Merrill, Cullis, Timm,  
Furen & Ginsburg, P.A.  
2033 Main Street, Suite 600  
Sarasota, Florida 34237  
Attorneys for Sam Rodgers Properties, Inc.

**BOARD OF COUNTY COMMISSIONERS  
SARASOTA COUNTY**

By: \_\_\_\_\_  
John Thaxton, Chair

Date: \_\_\_\_\_

ATTEST:  
KAREN E. RUSHING, Clerk  
Of the Circuit Court and  
Ex-Officio Clerk of the  
Board of County Commissioners

BY: \_\_\_\_\_

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Stephen E. DeMarsh  
Florida Bar No. 335649  
Sarasota County Attorney  
Office of the County Attorney  
1660 Ringling Boulevard  
Second Floor  
Sarasota, Florida 34236  
Attorneys for Sarasota County

**THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Shirley Brown, Chair

Date: \_\_\_\_\_

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