

**SETTLEMENT AGREEMENT BETWEEN NORTH PORT ACTIVITY
CENTER FIVE ASSOCIATION, INC. AND THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made as of August 19, 2014, by and between the North Port Activity Center Five Association, Inc. (“Association”), a Florida corporation, and the School Board of Sarasota County, Florida (“School Board”), a body corporate under Florida law.

Whereas, the School Board is the owner of real property located within North Port Activity Center Five located in North Port, Florida and, as such, is a member of the Association; and

Whereas, the Association currently owes the City of North Port (“City”) the sum of \$56,021.10 to reimburse the City for certain construction work done to relocate and extend water and wastewater utility facilities for the benefit of the property located within North Port Activity Center Five; and

Whereas, the Association has sought to impose certain assessments upon the School Board; and

Whereas, the Association and School Board have a disagreement concerning whether the School Board is exempt from any assessments or other types of charges imposed by the Association; and

Whereas, the Association and School Board desire to settle and finally resolve any disputes between them on the terms below.

Accordingly, the Association and School Board agree:

1. On or before August 26, 2014, the School Board will pay to the City the sum of \$56,021.10 as payment of the Association's obligation to reimburse the City for certain construction work done to relocate and extend water and wastewater utility facilities for the benefit of the property located within North Port Activity Center Five.

2. The Association releases and forever discharges the School Board from any obligation to pay to the Association for any assessments or other charges which accrued at any time prior to the date of this Agreement regardless of whether the Association has made demand for payment, except as provided in Paragraphs 4, 5 and 6 below.

3. The Association and School Board agree to resolve their dispute that the property owned by the School Board in North Port Activity Center Five is “Exempt Property” as defined in Article IV, Section 9 of the Declaration of Covenants, Conditions, and Restrictions for North Port Activity Center Five Association, Inc. (the “Declaration”), and, as such, the School Board will be exempt from any assessments, charges and liens created by the Declaration from the time the School Board purchased the property and at all times into the future, except as provided in this Agreement. The Association agrees that the School Board's property will remain exempted

from assessments, charges and liens created by the Declaration, except for those as provided by this Agreement, as long as the School Board shall own the property within North Port Activity Center Five. The School Board's property shall no longer be considered exempted from the payment of any assessments, charges and liens created by the Declaration if the ownership of the property changes for any reason.

4. Notwithstanding the provisions of Paragraphs 2 and 3 above, the School Board agrees to pay the Association for costs of roadway maintenance, repair, replacement and reserve contributions for Citizens Parkway Southwest ("roadway costs") on the basis of the School Board's pro rata share of linear footage now in all future years for as long as the School Board shall own the property. This contribution is for roadway costs only, and the School Board shall not be obligated to pay any assessments for any other portions of the Association's operating budget.

5. The School Board's contribution for roadway costs shall be 33.19% of the Association's total annual roadway costs. This percentage is based upon the School Board's linear footage as compared to the other parcels fronting Citizens Parkway Southwest.

6. The School Board agrees to be billed in arrears for and agrees to pay roadway costs for the fifteen month period of October 1, 2013 through December 31, 2014 in the amount of four thousand nine-hundred seventy-eight dollars and fifty-one cents (\$4,978.51). This sum shall be paid by the School Board within thirty (30) days of the execution of this Agreement. Thereafter, the Association will bill the School Board on January 1st of each year for annual roadway reserve funding. This roadway reserve funding obligation is billed in advance each year. The annual roadway reserve funding obligation shall be paid by the School Board no later than January 31st of each year. The School Board's estimated roadway reserve funding obligation to be billed January 1, 2015, is currently budgeted at three thousand, nine-hundred eighty-two dollars (\$3,982.81). The School Board acknowledges and understands that annual roadway reserve funding is subject to change based upon various factors, including, but not limited to, the cost of asphalt, materials, services, labor, wear and tear, adjustment in remaining useful life, etc. Additionally, the School Board may be assessed in its pro-rata proportional share of 33.19% for any shortfalls in reserve funding related to roadway costs and may be billed periodically for roadway repairs as they are incurred. The failure of the School Board to make any payment when due shall result in interest accruing as provided in Section 218.74, Florida Statutes. In the event of litigation between the parties to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

7. This Agreement shall not be deemed to constitute any waivers or admissions by either party related to any future acquisition of other property by the School Board, or any other entities, within the North Port Activity Center Five in the future. Furthermore, this Agreement shall not be deemed to constitute any waivers or admissions by the Association regarding any property currently owned by any entity other than the School Board.

8. This Agreement may be executed in one or more counterparts, each of which shall be executed by one or more of the Parties, and such executed counterparts, taken collectively,

will constitute one agreement. Copies sent via facsimile and/or in pdf format via email shall be treated the same as originals.

9. This Agreement may be recorded in the Public Records of Sarasota County, Florida by either party.

North Port Activity Center Five Association, Inc.

Witnesses:

By: _____

Print Name: _____

Print Name: _____

Its: _____

Date: _____

Print Name: _____

The School Board of Sarasota County, Florida

Witnesses:

By: _____

Print Name: _____

Print Name: _____

Its: _____

Date: _____

Print Name: _____

ACTIVE: N20616/350218:6082068_1

Approved for Legal Content
August 15, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH