

**AGREEMENT FOR REFUND  
OF EDUCATIONAL SYSTEM IMPACT FEES**

THIS AGREEMENT FOR REFUND OF EDUCATIONAL SYSTEM IMPACT FEES (hereinafter the “Agreement”) is entered into by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (hereinafter “School Board”) and JACARANDA TRACE, LTD, a Florida limited partnership whose address is 1226 North Tamiami Trail, Suite 100, Sarasota, Florida 34236 (hereinafter “Jacaranda Trace”).

**WITNESSTH:**

WHEREAS, the Sarasota County Code of Ordinances section 70-291 et. seq. establishes the Sarasota County Educational System Impact Fee; and

WHEREAS, Section 70-296(a)(7) of the Sarasota County Code of Ordinances exempts from payment of the Educational System Impact Fees residential housing units which serve exclusively as housing for older persons as defined in the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, and the Housing for Older Persons Act of 1995, 42 U.S.C. §§ 3601-19; and

WHEREAS, Jacaranda Trace has completed construction of its Jacaranda Trace Condominium project in Venice, Florida, a retirement community that exclusively provides permanent residential housing for older persons as defined in the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, and the Housing for Older Persons Act of 1995, 42 U.S.C. §§ 3601-19; and

WHEREAS, the Jacaranda Trace Condominium is exclusively a 55 and older residential retirement community operating under a recorded Declaration of Condominium which includes

an occupancy restriction stating that no person under the age of 55 shall be permitted to permanently reside in a residential unit at the Condominium; and

WHEREAS, Jacaranda Trace qualifies for exemption from the Education System Impact Fees pursuant to Section 70-296(7) of the Sarasota County Code of Ordinances; and

WHEREAS, on or about July 30, 2007 Jacaranda Trace paid \$95,274.00 in Educational System Impact Fees to Sarasota County for the Jacaranda Trace Condominium project without filing an application for exemption thereto as required under Section 70-296(7)(a) of the Sarasota County Code of Ordinances; and

WHEREAS, the School Board acknowledges that Jacaranda Trace is providing housing for older persons at the Jacaranda Trace Condominium and is exempt from Educational System Impact Fees pursuant to Section 70-296(7) of the Sarasota County Code of Ordinances; and

WHEREAS, the School Board has incurred administrative and legal expenses because of Jacaranda Trace's failure to timely demonstrate compliance with the provisions of the Impact Fee Code exemption; and

WHEREAS, the School Board has agreed to refund Jacaranda Trace \$90,000 of the Educational System Impact Fees it paid for Jacaranda Trace Condominium project.

NOW THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jacaranda Trace and the School Board, intending to be legally bound hereby, agree to the following:

1. Within thirty (30) days of execution of this Agreement by the Chairman of the Sarasota County School Board, the School Board shall refund \$90,000.00 to Jacaranda Trace via payment made payable to "Jacaranda Trace, Ltd."

2. Contemporaneously with its receiving the refund payment identified in pursuant Paragraph 1 above, Jacaranda Trace shall execute and deliver to the School Board a general release substantially in the form attached hereto as Exhibit "A."

3. Jacaranda Trace and the School Board agree to bear their own attorney's fees and administrative costs related to this matter and shall make no claim or demand from the other party for the payment of any attorney's fees, costs or administrative fees.

4. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one document.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto:

JACARANDA TRACE, LTD

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

BY: \_\_\_\_\_  
KATHY KLEINLEIN, CHAIR

DATE: \_\_\_\_\_

Approved for Legal Content  
December 19, 2007, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: AWR