

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

AGREEMENT FOR ECONOMIC DEVELOPMENT IMPACT FEE MITIGATION

THIS AGREEMENT ("Agreement") is made as of the Effective Date (hereinafter defined) by and between NVR, Inc., a Virginia corporation, whose address is 11700 Plaza America Dr., Suite 500, Reston, VA 20190 (the "COMPANY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (the "COUNTY").

WHEREAS, Section 2.08 of Polk County Ordinance 2019-056, as amended (the "Ordinance"), along with Resolution No. 19-129 (the "Resolution"), sets forth the guidelines, criteria and procedures for implementing the County's Economic Development Impact Fee Mitigation Program (the "Program") created for certain Qualified Target Industry Businesses or Owners to mitigate any real or perceived disadvantage occurring from the imposition of Impact Fees; and

WHEREAS, the COMPANY intends to lease certain real property, as further described in Section 2 below, from the contract purchaser of said property, RealtyLink, LLC, a Florida limited liability company (the "PROPERTY OWNER"), following the contemplated purchase of said property and upon which the COMPANY intends to have constructed certain build-to-suit Capital Facilities Impact Construction; and

WHEREAS, pursuant to the Ordinance, the COMPANY submitted an application to the County Manager requesting Impact Fee mitigation on the Capital Facilities Impact Construction based on its qualification as a Qualified Target Industry Business and

estimated employment figures, wages, benefits and/or capital investments, as applicable (the "Application"); and

WHEREAS, the County Manager has reviewed the Application and determined that the planned Capital Facilities Impact Construction meets the requirements for mitigation as set forth in the Ordinance; and

WHEREAS, as a condition of the Impact Fee mitigation being granted, the COMPANY is required to enter into an agreement with the COUNTY to ensure that the COMPANY satisfies all requirements associated with the creation of jobs in the County, the fulfillment of other representations made in applying for the Impact Fee mitigation, and the granting of the Impact Fee mitigation by the County in accordance with the Ordinance.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the parties, the COMPANY and the COUNTY hereby agree as follows:

1. Recitals / Defined Terms. The Recitals set forth above are true and correct and are fully incorporated into the body of this Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Ordinance.

2. Property. The property intended to be leased by the COMPANY upon which the Capital Facilities Impact Construction will be built has a physical address of 0 Bannon Island Rd, Haines City, Florida, 33844, Parcel ID No.: 27-28-03-000000-043000; and is legally described on "Exhibit A" attached hereto and incorporated herein by reference (the "Property").

3. Project. The Capital Facilities Impact Construction will consist of an approximately 174,000 square foot building with a designated Impact Fee Land Use

Category of Industrial. As provided in the Application (a copy of which is attached hereto as Exhibit "B" and is fully incorporated herein by reference), the COMPANY intends to create at least 50 new full-time jobs in Polk County, paying an average annual wage equal to or in excess of \$59,326, which is 115% of the 2024 average annual wage for Polk County, and providing health insurance and retirement benefits. As further stated in the Application, the COMPANY will make, or cause to be made through lease agreements, a capital investment in Polk County of \$10,000,000.00 or greater in construction, renovations, equipment purchases, or other major capital investment items. The COMPANY represents and warrants that the information contained in the Application is true and correct and may be relied upon by the COUNTY as a material inducement for entering into this Agreement.

4. Impact Fee Mitigation. In accordance with the Ordinance, estimated Impact Fees in the amount of \$134,154 (the "Impact Fee Amount") would be due and owing for the Capital Facilities Impact Construction prior to the issuance of a Certificate of Occupancy or Building Permit, as applicable. Based on the representations made by the COMPANY in the Application, as generally described in Section 3 above, and the mitigation guidelines set forth in the Ordinance and the Resolution, the Company qualifies for an Impact Fee mitigation equal to 50% of the Impact Fee Amount (\$67,077), resulting in an estimated remaining impact fee amount due of \$67,077. The parties hereto acknowledge and agree that the Impact Fee Amount set forth above is an estimate which may increase or decrease based on the final square footage of the Capital Facilities Impact Construction or other variables, and the Impact Fee mitigation amount shall nonetheless be 50% of the final calculated Impact Fees due at the time of payment.

5. Continuing Performance Obligations / Lien or Letter of Credit. In accordance with Section 2.08.G of the Ordinance, the COMPANY is required to maintain the Qualified Target Industry business within Polk County, including the qualifying jobs created and the capital investment in the County, as applicable, for a minimum of seven (7) years following the issuance of a Certificate of Occupancy for the

Capital Facilities Impact Construction. Accordingly, to ensure payment of the mitigated Impact Fees in the event that the Capital Facilities Impact Construction no longer qualifies for the economic development Impact Fee mitigation at any time during the seven (7) year period immediately following the issuance of a Certificate of Occupancy, the Company shall, prior to paying Impact Fees on the Capital Facilities Impact Construction and receiving the Certificate of Occupancy or Building Permit, as applicable, either (i) post an irrevocable letter of credit payable by a financial institution with an office in Polk County, acceptable to the COUNTY, containing no conditions upon the obligation of the issuer for the payment of the principal amount and any interest due thereon ("Letter of Credit"); or (ii) obtain the PROPERTY OWNER's executed Claim of Lien for Economic Development Impact Fee Mitigation ("Lien"), in substantially the same form as attached hereto as Exhibit "C" and incorporated herein, imposing a lien on the Property, in the amount of the mitigated Impact Fees for a period of seven (7) years. The COMPANY acknowledges and agrees that this Agreement is specifically conditioned upon either the PROPERTY OWNER's execution of the Lien in recordable form, or the COMPANY's provision of the Letter of Credit, and the COMPANY's failure to provide or cause to be provided, as applicable, either the executed Lien or, alternatively, the Letter of Credit, within thirty (30) days of the Effective Date of this Agreement shall result in the automatic termination of this Agreement, with the parties having no further rights, obligations or duties hereunder.

6. **Assignment Estoppel.** The rights and privileges granted to the COMPANY pursuant to the Ordinance and this Agreement are not assignable or transferable in any manner without the prior written consent of the COUNTY; provided however, that notwithstanding anything herein contained to the contrary, the COMPANY may assign or transfer all or any portion of its interest in this Agreement to an Affiliate of the COMPANY without the COUNTY'S consent. An "Affiliate" shall mean any entity controlling the COMPANY, controlled by the COMPANY or under common control with the COMPANY.

7. **Controlling Law.** This Agreement is entered into pursuant to the laws of the State of Florida and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida.

8. **Amendments.** Except as otherwise provided herein regarding termination, this Agreement shall not be modified or amended except by written instrument signed by all of the parties.

9. **Effective Date.** This Agreement shall become effective on the date of the last signatory hereto (the "Effective Date").

10. **Public Records.** In accordance with Section 2.08.G of the Ordinance, this Agreement, once fully executed, shall be recorded in the Public Records of Polk County, Florida. All recording costs shall be borne by the COMPANY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:

STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Approved as to form and legal sufficiency:

Sandra B. Ho 2/26/24
County Attorney's Office Date

Date: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by W.C. Braswell, as Chairman of the Board of County Commissioners of Polk County, Florida, on behalf of the County. He is [] personally known to me or [] has produced _____ as identification.

AFFIX SEAL

Notary Public

WITNESSES:

Matthew Hudson
(Print Name) Matthew Hudson
Leanne Lee
(Print Name) Leanne Lee

NVR, Inc.
a Virginia corporation
By: Matt Kelly
Name: Matt Kelly
Title: Chief Accounting Officer
Date: 2/21/2024

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 21 day of February, 2024, by Matthew Kelly, as VPCAO Controller of NVR, Inc., a Virginia corporation, on behalf of the company. He/she is [X] personally known to me or [] has produced N/A as identification.

AFFIX SEAL

Madison Ann Brooker
Notary Public

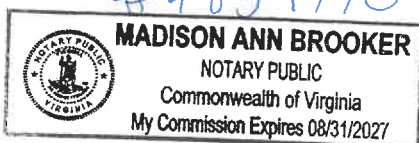


EXHIBIT "A"

LEGAL DESCRIPTION

Information for Florida property:

The subject property is Parcel Number 27-28-03-000000-043000 containing approximately 39.92 acres with a legal description:

The Northwest 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Northwest 1/4, of Section 3, Township 28 South, Range 27 East, Polk County, Florida. Less road rights-of-way.

EXHIBIT “B”

APPLICATION

[TO BE ATTACHED HERETO]

Overview
Impact Fee Mitigation
Capital Facilities Impact Construction



Eligibility

Section I

To be eligible for an economic development Impact Fee mitigation, as described in Section 2.08 of the County's Impact Fee Ordinance (Ord. 19-056, as amended) and Resolution 2019-129, the Capital Facilities Impact Construction must qualify as a Qualified Target Industry Business and meet each of the following requirements:

1. Create a minimum of ten (10) new full time jobs paying an average annual wage of at least 115% of the Average Wage for Polk County (including overtime and bonus wages, but excluding benefits);
2. Provide a benefit package that includes health insurance and retirement;
3. Make a capital investment in Polk County of no less than ten million dollars (\$10,000,000) in construction, renovations, equipment purchases, or other major capital investment items; and
4. Maintain the Qualified Target Industry Business within Polk County, including the jobs created at the target salary levels, for a minimum of seven (7) years.

An Owner of real property upon which Capital Facilities Impact Construction is to occur shall also be eligible for an economic development Impact Fee mitigation, so long as such facilities are leased for an initial term of no less than

seven (7) years to a Qualified Target Industry Business that qualifies for an economic development Impact Fee mitigation under this Section II.

Section II

If the Capital Facilities Impact Construction meets the requirements provided above for mitigation, either the Qualified Target industry Business or the Owner, but not both, shall be eligible to receive an economic development Impact Fee mitigation in the following amounts:

Minimum Number of Jobs created	Average Wage (Based on County Average)	Mitigation % of Total Impact Fees
10	115%	25%
25	115%	35%
50	115%	50%
10	125%	35%
10	150%	50%

Specifications

7-year period of eligibility

Lien:

The Impact Fee Mitigation Agreement shall include provisions imposing a lien on the Capital Facilities Impact Construction in the amount of the Impact Fees mitigated for a period of seven (7) years. Such lien will have priority over all other liens.

or

Letter of Credit:

In lieu of lien and with permission of County Manager the applicant may

post an irrevocable letter of credit payable by a financial institution, acceptable to the County to ensure payment of impact fees in the event the property no longer qualifies for the mitigation for a period of 7 years. Such letter shall be held in the original signed form by the County Attorney's office.

The amount of the Impact Fees shall not be increased to replace any revenue lost due to the ED Impact Fee Mitigation program.

Application Process

File standard application with County Manager or Budget and Management Services Division.

Submit a \$2,241.00 administrative fee (per Resolution 2021-064) made payable to the Polk County Manager or Budget and Management Services Division.

Polk County Administration Building, 330 West Church Street, P.O. Box 9005, Drawer CA02, Bartow, FL 33831-9005, made payable to Polk County Board of County Commissioners prior to placement on Board agenda

Receipt of Impact Fee Mitigation

In order to receive a reduction of impact fees, the applicant **must** supply a copy of the approved impact fee mitigation agreement and applicable letter of credit or lien, to the associated building division. Documents should accompany permit application and plan submission.

**Economic Development
Impact Fee Mitigation Application**



Contact Information	
Name of Business: NVR, Inc.	Business FEIN: 54-1394360
Must be a business unit or reporting unit of a business unit that is registered with or will be registered with the State of Florida for unemployment compensation purposes.	
Type of business corresponding to the most recently adopted State of Florida Qualified Target Industry list: Wood Product Manufacturing (321)	Contact Person: James Brady
Phone Number: 3012716955	Email: jambrady@nvrinc.com
Project Information	
Project Name: Project Cedar	Type of Project: <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Relocation/location
Project Activity: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Change of Use	Specify: <input checked="" type="checkbox"/> Leasing <input type="checkbox"/> Purchasing
Property Address: 0, Bannon Island Rd, Haines City, Polk County, FL	Legal description of property: Parcel ID: 27-28-03-000000-043000
Name and address of property owner, if different from business owner: RealtyLink LLC, 201 Riverplace #400, Greenville, SC, 29601	If the property owner differs from the applicant listed, please explain the relationship: Developer owned leased back to NVR (Tenant)
Project Description: Home components factory (wood manufacturing)	List the anticipated size of new construction: 174,000 sqft
Date by which all construction is anticipated to be completed: 01/15/2026	List the anticipated value of improvements to be made on-site:
List the anticipated capital investment in equipment for the site: \$ 12,441,094	\$ 24,000,000
Project Employment	
Total number of net new jobs created by the project at the business unit that is to be located or expanded in Polk County: 50	Date by which the new jobs will be created (must be within one (1) year of issuance of Certificate of Occupancy): 1/14/2027
Is the project supplying: <input checked="" type="checkbox"/> Lien <input type="checkbox"/> Letter of Credit	Average Wage: \$ 61,000
Proof of Qualification (To be completed by the County)	
Company has demonstrated that there is a real or perceived disadvantage occurring from the imposition of impact fees: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Minimum 10 new jobs, 115% wage (excluding benefit cost, must provide proof of employee health insurance and retirement benefits): <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
\$10 million capital investment requirement: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Average annual wage:
\$2,241.00 payment received: <input type="checkbox"/> yes <input type="checkbox"/> no	\$61,000.
Impact Fee Land Use Category	
Estimated impact fee: \$134,154	
Qualifying Mitigation: <input type="checkbox"/> 25% <input type="checkbox"/> 35% <input checked="" type="checkbox"/> 50%	Estimated mitigation amount: \$67,077
Parcel ID #: 27-28-03-000000-043000	Permit #:

Economic Development
Impact Fee Mitigation Application



Guidelines

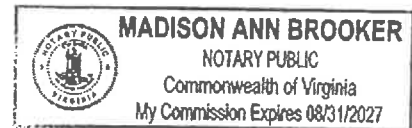
- Polk County requires that job creation, wage and capital investment requirements are met, as set forth in Resolution No. 2019-129 within one (1) year of the date the certificate of occupancy is issued.
- The mitigation recipient must submit sufficient backup documentation to demonstrate compliance with capital investment requirements which may include, but shall not be limited to, the recipient's ad valorem tax bill from Polk County, proof of payment of ad valorem taxes for that year, a certified MAI appraisal and or CPA or CFO certifications.
- Failure to meet the Capital Investment requirement, job creation or wage criteria at any point during the term of the agreement negates any and all Impact Fee Mitigation awards.
- Polk County may utilize a third party auditor, to verify job and wage requirements for the term of the agreement.

STATE OF VA COUNTY OF Fairfax

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of January, 2024.

by Matthew Kelpus

Personally Known: ☒; OR Produced Identification: _____



Type of Identification Produced: _____

Signature: Matthew Brooker # 7839770

NOTARY PUBLIC-State of Florida

sign: _____

print: _____

Signature of applicant: Matt NVR, Inc. Date 1/30/2024

Authorized by County Manager: _____ Date _____

EXHIBIT "C"

CLAIM OF LIEN FORM

[TO BE ATTACHED HERETO]

Prepared by and return to:

Sandra B. Howard, Esq.
P.O. Box 9005
Drawer AT01
Bartow, FL 33831-9005

CLAIM OF LIEN FOR ECONOMIC DEVELOPMENT IMPACT FEE
MITIGATION PROGRAM
(Polk County, Florida)

To **REALTYLINK, LLC**, a Florida limited liability company, owner of the premises hereinafter described (the “Owner”), and to all interested parties who may be concerned:

You are hereby notified that Polk County, Florida, (the “County”) hereby claims a lien upon the following described property:

Parcel ID: 27-28-03-000000-043000

[INSERT LEGAL]

together with all improvements thereon (the “Property”), which received a certificate of occupancy on _____ (the “Lien Commencement Date”). At that time, \$ _____ was owed to the County for impact fees imposed pursuant to Ordinance No. 2019-056, as amended (the “Impact Fee Ordinance”). Owner’s tenant, **NVR, Inc.**, a Virginia corporation, applied for the Economic Development Mitigation Program, which mitigates a portion of impact fees pursuant to Section 2.08 of the Impact Fee Ordinance subject to a lien being recorded in the amount of the mitigated impact fees, which request was approved by the County.

Wherefore, Polk County hereby claims a lien upon said Property in the amount of \$ _____ which is the amount of impact fees mitigated pursuant to the Economic Development Impact Fee Program.

This lien is recorded pursuant to Section 2.08 of the Impact Fee Ordinance. In the event the Owner, or Owner’s tenant, as applicable, fails to satisfy the criteria for the Economic Development Impact Fee Mitigation Program or in the event that the property is transferred to another owner who does not satisfy the criteria for the Economic Development Impact Fee Mitigation Program as set forth in Section 2.08 of the Impact Fee Ordinance within seven (7) years after the Lien Commencement Date, the full amount of Impact Fees due to the County pursuant to the Impact Fee Ordinance at the time of such change in circumstances shall be immediately due and payable.

This lien shall expire on the seventh (7th) anniversary of the Lien Commencement Date.

THIS LEGAL DOCUMENT REFLECTS A GOVERNMENTAL LIEN HAS BEEN PLACED ON THE SUBJECT REAL PROPERTY. THIS LIEN SHALL REMAIN VALID UNTIL A RELEASE OF LIEN HAS BEEN RECORDED OR UPON THE ANNIIVERSARY DATE AS SET FORTH IMMEDIATELY ABOVE, WHICHEVER OCCURS FIRST.

POLK COUNTY, FLORIDA, as Lienor

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____, on behalf of Polk County, Florida, who is ☐ personally known to me or ☐ produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

PROPERTY OWNER:

Acknowledged and agreed to:

REALTYLINK, LLC,

a Florida limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____ of REALTYLINK, LLC, a Florida limited liability company, on behalf the company, who is ☐ personally known to me or ☐ produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

Commission Expires: _____