

RESOLUTION NO. 2012-317

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A SITE DEVELOPMENT AGREEMENT BETWEEN TWIN RIVERS CAPITAL, LLC, ST JOHNS COUNTY, AND THE CITY OF ST. AUGUSTINE, REGARDING CONSTRUCTION OF A FAMILY DOLLAR STORE ON THE PROPERTY AT 840 WEST KING STREET, ST AUGUSTINE, FL 32084 AND THE CONSTRUCTION OF A GRAVITY SEWER LINE TO SAID PROPERTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THIS AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, A Site Development Agreement is desired between Twin Rivers Capital, LLC (Developer), St. Johns County, Florida (County), and the City of St. Augustine (City) regarding the property at 840 West King Street, St. Augustine, FL 32084 (Commercial Property); and

WHEREAS, The Developer desires to permit and construct a Family Dollar store on the Commercial Property; and

WHEREAS, It has been determined that a gravity sewer line has to be constructed and connected to the Commercial Property; and

WHEREAS, The agreement sets out the responsibilities of the three entities; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Site Development Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Site Development Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Site Development Agreement between the Developer, the County and the City.

Section 3. The Board of County Commissioners hereby authorizes the County Administrator, or his designee, to execute the Site Development Agreement on behalf of St. Johns County.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6 day of, November 2012.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

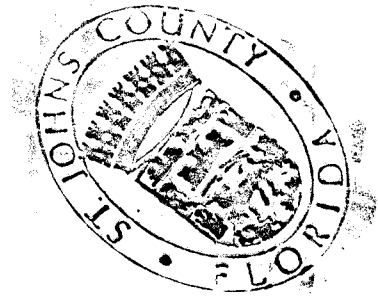
Attest:

*Ram Salterman*  
Deputy Clerk

By:

*[Signature]*  
Chair

RENDITION DATE 11/9/12



## SITE DEVELOPMENT AGREEMENT

**THIS SITE DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date") by and among **TWIN RIVERS CAPITAL, LLC**, a South Carolina limited liability company, whose address is 125-G Wappoo Creek Drive, Charleston, South Carolina 29412 (the "Developer"), **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "County"), and the **CITY OF ST. AUGUSTINE**, a Florida municipal corporation, whose address is P.O. Box 210, St. Augustine, Florida 32085-0210 (the "City").

### RECITALS:

A. The Developer, through its agents, contractors and subcontractors, desires to permit and construct a Family Dollar store at 840 West King Street, St. Augustine, Florida 32084 (the "Commercial Project").

B. The County and the City desire to have the Developer, its successors and assigns, construct and operate the Commercial Project in the West Augustine Community Redevelopment Area (the "CRA") to provide essential services to residents of the community, create jobs and serve as a catalyst for other commercial development within the CRA.

C. The City desires that the County, on behalf of the Developer and with the Developer contributing to the expense thereof, have the Commercial Project connected to the City's sewer system facilities by the date the Developer, its successors and assigns, applies for certificate of occupancy.

D. The parties hereto desire to memorialize certain agreements related to the Developer's construction of the Commercial Project and the City and County's provision of certain public utility improvements as an incentive for the Developer to undertake such project.

**NOW, THEREFORE,** for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Sewer Improvements.**

A. Upon the Developer obtaining ownership of the property located at 840 West King Street (the "Property") and obtaining appropriate rezoning, the County, on the City's behalf, will construct a gravity sewer line along South St. Johns Street to the south side of the West King Street right-of-way. The City will pay a maximum of \$25,000 toward the sewer line construction. If the expense is less than \$25,000, the City will pay the lesser amount. If the expense is greater than \$25,000, the County will pay the amount over \$25,000. This gravity sewer extension will be available for the Developer's Commercial Project sewer connection no later than sixty (60) days after the Developer provides the County and City with written documentation showing both zoning approval and ownership of the Property by the Developer, or its successors and assigns. It is understood and agreed by the County that time is of the essence for the County to completion of the sewer extension within the aforementioned 60-day period. The Developer, at the Developer's expense, will design, permit and construct the project's sewer connection from the Property across West King Street to the point on the south side of the right-of-way where the sewer line to be installed by the County pursuant to this Agreement terminates. The Developer also will pay \$11,762 in the form of a contribution fee to the County towards the extension of the sewer line to the south side of West King Street, which fee shall be payable by the Developer upon the County's completion of the sewer line

installation. Any customary fees associated with utility connections will be the responsibility of the Developer, as outlined in the City's Preliminary Letter of Availability dated August 7, 2012. The County will replace the asphalt pavement in the areas of St. Johns Street and West King Street after the gravity sewer line and Commercial Project connection have been constructed and approved.

B. The parties, acknowledge and agree that the sewer improvements constructed by the County pursuant to this Site Development Agreement shall be part of the sewer system of the City and shall be maintained and serviced by the City, regardless of the payment by the Developer to the County of the sum defined in paragraph A hereof.

C. The City and County agree that the City shall reimburse the County for the actual cost of named gravity sewer improvement detailed herein, not to exceed \$25,000. The City's obligation to reimburse shall be inclusive of all costs for designing, permitting, bidding and constructing the work associated with the gravity sewer extension minus the Developer's contribution. The City and County agree that the most expeditious manner of constructing said sewer extension is using the County's push-button utility contractor.

3. **Remedies.** Each party to hereto shall be entitled to seek enforcement of this Agreement against the other parties and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.

4. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement from and after the Effective Date hereof.

5. **Applicable Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties hereto shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida.

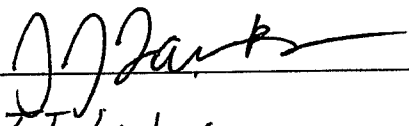
6. **Notices.** Any notices or reports required by this Agreement shall be sent to the parties at the addresses set forth in the preamble.

7. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

8. **Amendment.** This Agreement may be amended only by mutual consent of the parties hereto in writing.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**TWIN RIVERS CAPITAL, LLC**, a South Carolina limited liability company

By:   
Name: JJ Lamberson  
Title: President  
Date: 10/12/15

[Signatures continued on following pages]

**ST. JOHNS COUNTY, political subdivision  
of the State of Florida**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

[Signatures continued on following page]

CITY:

City of St. Augustine, political subdivision of the State of Florida

By: [Signature]  
Joe Boles, Jr., Mayor-Commissioner

Date: Oct. 22, 2012

**STATE OF FLORIDA**  
**COUNTY OF ST JOHNS**

The foregoing instrument was acknowledged before me this 22 day of Oct, 2012, by Joe Boles, Jr., Mayor-Commissioner (who is personally known to me) or who produced as identification:

By: Alison Ratkovic

Name: ALISON RATKOVIC

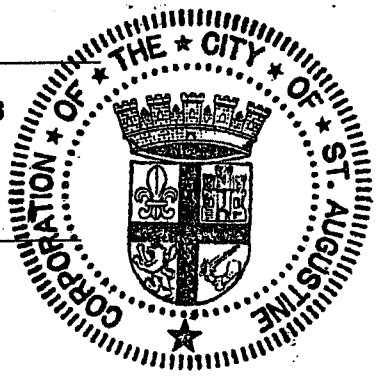
Title: City Clerk

Date: Oct. 22, 2012  
ALISON RATKOVIC

Notary Public, State of Florida  
My Comm. Expires June 21, 2016  
Commission No. EE 187844

Attest:  
Alison Ratkovic  
Alison Ratkovic, City Clerk

(SEAL)



Approved as to form and legal sufficiency:

[Signature]  
Ronald W. Brown, City Attorney