

RESOLUTION NO. 2016 - 103

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND JAGUAR HOTELS, INC. TO SETTLE ALL DISPUTES BY AND BETWEEN THEM AND TO AVOID THE UNCERTAINTY OF LITIGATION.

WHEREAS, ST. JOHNS COUNTY and JAGUAR HOTELS, INC. desire to enter into a Settlement Agreement and Release; and

WHEREAS, the Settlement Agreement and Release provides for the settlement of all disputes by and between St. Johns County and Jaguar Hotels, Inc. relating to unpaid shortfall assessments and avoids the uncertainty of litigation; and

WHEREAS, St. Johns County has adopted the terms, provisions, and requirements of the Settlement Agreement and Release and has determined that accepting the terms of the Settlement Agreement and Release will best serve the interests of both St. Johns County and Jaguar Hotels, Inc.

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

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to execute the Settlement Agreement and Release on behalf of the County for the purposes mentioned above.
3. 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 Board of County Commissioners of St. Johns County, Florida this 5th day of April 2016.

ATTEST: HUNTER S. CONRAD, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Ram Halterman*
Deputy Clerk

By: *Jeb S. Smith*
Jeb S. Smith, Chair

Rendition Date: 4/7/16

Effective Date: 4/5/16

SETTLEMENT AGREEMENT AND RELEASE

FOR THE MUTUAL CONSIDERATION AS SET FORTH BELOW, the receipt and sufficiency of which are hereby acknowledged by ST. JOHNS COUNTY, FLORIDA (“the County”) and JAGUAR HOTELS, INC. (“Jaguar Hotels”) (collectively, “the parties”), by and through the undersigned, the parties wishing to settle all disputes by and between them and to avoid the uncertainty of litigation, it is hereby stipulated and agreed as follows:

1. The parties agree and acknowledge that Jaguar Hotels owns and holds title to real property in St. Johns County, Florida, more particularly described in **Exhibit A** hereto, and is subject to all the terms and provisions of the Special Assessment Agreement as recorded in St. Johns County Official Records Book 1185, Page 1907; the Supplementary Special Assessment Agreement (Subdivision) recorded in Official Records Book 1282, Page 1619; the Supplementary Special Assessment Agreement (Substitution) recorded in Official Records Book 1282, Page 1636; the First Amendment to Special Assessment Agreement recorded in Official Records Book 1298, Page 1014; the Supplementary Special Assessment Agreement (Substitution) recorded in Official Records Book 1299, Page 496; the Supplementary Special Assessment Agreement (Subdivision) recorded in Official Records Book 1299, Page 521; and the Supplementary Special Assessment Agreement (Subdivision) recorded in Official Records Book 1322, Page 744 (collectively, “the Special Assessment Agreements”).

2. The parties further agree and acknowledge that, as of March 31, 2016, Jaguar Hotels owes to the County the total amount of \$91,271.54 in unpaid principal,

fees, and interest on shortfall special assessments due under the Special Assessment Agreements for bond years 2011, 2012, 2013, 2015, and 2016 (“Unpaid Assessments”).

3. As consideration for this Settlement Agreement and Release, Jaguar Hotels agrees to pay, and the County agrees to accept, the total sum of **Eighty-Three Thousand Dollars (\$83,000.00)** (the “Settlement Amount”) as full and final payment of the Unpaid Assessments. Jaguar Hotels agrees to tender payment of the entire Settlement Amount within five (5) days of the effective date of this Settlement Agreement and Release, but in no case later than April 11, 2016. Payment shall be made payable to “St. Johns County Board of County Commissioners” and delivered to St. Johns County, Office of the County Attorney, 500 San Sebastian View, St. Augustine, Florida 32084.

4. As further consideration, the parties hereby release and absolutely and forever discharge each other of and from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions, and causes of action, of every kind and nature, whether known or unknown, suspected or unsuspected, which either party now has, owns, or holds, or at any time heretofore ever had, owned, or held, or could own or hold, based on, related to, or by reason of the Unpaid Assessments.

5. This Settlement Agreement and Release shall pertain only to the Unpaid Assessments and not to other claimed amounts, if any, including but not limited to any other shortfall special assessments currently owed or that might be owed in the future under the Special Assessment Agreements.

6. This Settlement Agreement and Release shall be binding upon and inure

to the benefit of the respective heirs, successors, predecessors, assigns, employees, agents, sureties, and attorneys of the parties to the extent permitted by law.

7. Notwithstanding anything herein to the contrary, should Jaguar Hotels fail to tender payment of the entire Settlement Amount by the deadline provided in Paragraph 3 above, this Settlement Agreement and Release shall be deemed null and void ab initio and the parties returned to their positions status quo ante such that the County may pursue recovery of the entire Unpaid Assessments, including interest, costs, attorneys' fees, and any other sums permitted by the Special Assessment Agreements.

8. Representations and Warranties. The parties represent and warrant that they (a) have read this agreement and understand its contents; (b) have conferred or had the opportunity to confer with counsel of their own choosing prior to entering into this Settlement Agreement and Release; (c) are fully competent and have full authority to execute this Settlement Agreement and Release; and (d) enter into this Settlement Agreement and Release voluntarily and without reliance whatsoever upon any representations or statements of the other party or agent thereof.

9. Governing Law and Jurisdiction. This Settlement Agreement and Release and the obligations set forth herein shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. The parties waive any right to object to jurisdiction in the State of Florida. Venue for any proceedings arising out of this Settlement Agreement and Release shall lie exclusively in St. Johns County, Florida.

10. Entire Agreement. The parties acknowledge that there are no other agreements or representations, either oral or written, express or implied, between the parties not embodied in this Settlement Agreement and Release.

11. Counterparts. This Settlement Agreement and Release may be executed in one or more counterparts, each of which shall constitute an original and all of which, when affixed to a copy of this Settlement Agreement and Release, shall collectively constitute one fully executed Settlement Agreement and Release. The parties acknowledge that executed copies of this Settlement Agreement and Release may be exchanged by electronic transmission.

12. Effective Date. This Settlement Agreement and Release is entered into and effective as of the later of (a) the date on which the last party hereto executes it, and (b) the date this Settlement Agreement and Release is approved by the St. Johns County Board of County Commissioners.

JAGUAR HOTELS, INC.

By: _____
Swati R. Patel
President

Sworn to and subscribed before me this _____ day of _____, 2016,
by _____ on behalf of JAGUAR HOTELS, INC., who is
personally known to me or produced _____ as identification.

Notary Public

ST. JOHNS COUNTY, FLORIDA

By _____
Michael D. Wanchick
County Administrator

Sworn to and subscribed before me this _____ day of _____, 2016,
by _____ on behalf of ST. JOHNS COUNTY, FLORIDA, who
is personally known to me or produced _____ as identification.

Notary Public

EXHIBIT A
(Legal Description)

SOUTHEAST QUADRANT PARCEL 3.1B

A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1390.91 FEET; THENCE SOUTH $00^{\circ}27'50''$ EAST LEAVING SAID NORTHERLY LINE OF SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 33.00 FEET; THENCE SOUTH $00^{\circ}24'16''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 1183.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 583.89 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 214.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $10^{\circ}56'22''$ WEST AND A CHORD DISTANCE OF 213.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $21^{\circ}28'28''$ WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 206.71 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 198.00 FEET; THENCE SOUTH $21^{\circ}28'28''$ WEST, A DISTANCE OF 216.68 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST, A DISTANCE OF 435.88 FEET; THENCE SOUTH $25^{\circ}06'46''$ WEST, A DISTANCE OF 281.02 FEET; THENCE SOUTH $81^{\circ}18'57''$ WEST, A DISTANCE OF 649.70 FEET; THENCE SOUTH $12^{\circ}19'58''$ EAST, A DISTANCE OF 148.69 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST, A DISTANCE OF 598.47 FEET TO A POINT IN THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 (A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $27^{\circ}32'59''$ WEST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 154.32 FEET; THENCE NORTH $24^{\circ}32'59''$ WEST CONTINUING ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 212.09 FEET; THENCE NORTH $81^{\circ}19'58''$ EAST LEAVING SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 302.36 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.26

FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°01'41" EAST AND A CHORD DISTANCE OF 69.08 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 17°21'51" WEST, A DISTANCE OF 217.74 FEET TO A POINT IN THE SOUTHERLY LINE OF A CONSERVATION EASEMENT; THENCE ALONG LINES OF SAID CONSERVATION EASEMENT RUN THE FOLLOWING FIVE COURSES: COURSE NO. 1) NORTH 70°58'43" EAST, A DISTANCE OF 21.33 FEET; COURSE NO. 2) NORTH 27°46'09" EAST, A DISTANCE OF 46.36 FEET; COURSE NO. 3) NORTH 52°24'48" EAST, A DISTANCE OF 87.36 FEET; COURSE NO. 4) NORTH 16°07'55" EAST, A DISTANCE OF 37.12 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 500.00 FEET; COURSE NO. 5); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°52'38" WEST AND A CHORD DISTANCE OF 83.03 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 454.76 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE EASTERLY LINE OF SAID CONSERVATION EASEMENT AND ITS NORTHWESTERLY PROJECTION THEREOF AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°12'16" WEST AND A CHORD DISTANCE OF 62.02 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°26'48" WEST, A DISTANCE OF 47.13 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL A (COMMERCE LAKE DRIVE), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1669, EXHIBITS A, D AND E, AS AMENDED BY OFFICIAL RECORDS BOOK 1261, PAGE 13, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 61°45'00" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 484.35 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°45'00" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°15'00" WEST, A DISTANCE OF 140.71 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°47'29" WEST AND A CHORD DISTANCE OF 89.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°19'58" WEST, A DISTANCE OF 185.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°57'44" WEST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°16'02" WEST AND A CHORD DISTANCE OF 37.48 FEET TO THE POINT OF BEGINNING.