

RESOLUTION NO. 2022 - 468

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT FOR STATE ROAD 16 IMPROVEMENTS AND VILLAGES WEST PARK ENTRANCE.

WHEREAS, Sunshine Land Holdings, LLC (“Sunshine”) and St. Johns County entered into that certain Impact Fee Credit Agreement dated October 25, 2021 and recorded in Official Records Book 5403, Page 881 of the public records of St. Johns County, Florida, approved under Resolution 2021- 439 (the “Agreement”), regarding the construction of improvements on State Road 16 and the entrance road to Villages West Park; and

WHEREAS, under the Agreement, Sunshine was the owner, developer and projected Impact Fee payer of an adjacent 33-acre parcel to the west of Villages West Park, known as the Marketplace; and

WHEREAS, Murabella Owner, LLC, (“Murabella”) is the successor in title to Sunshine, acquiring the Marketplace property by way of a Special Warranty Deed recorded at Official Records Book 5417, Page 1861 of the public records of St. Johns County, Florida; and

WHEREAS, the Agreement set forth certain terms, conditions, and timeline for the design and construction of State Road 16 improvements for direct access to Villages West Park and a commercial driveway connecting the Villages West Park driveway to the Marketplace, including cost share, conveyance of easements, and receipt of certain Road Impact Fee Credits, as set forth in the Agreement; and

WHEREAS, the Agreement allows for, and Murabella and County desire to amend the Agreement to extend the date for commencement of construction of the State Road 16 Improvements and the Villages West Park Entrance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The County Administrator is hereby authorized to approve and execute the First Amendment to Impact Fee Credit Agreement between Murabella Owner, LLC and the County substantially in the form attached hereto and incorporated herein by reference.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the Amendment in the official records of St. Johns County, Florida and cross reference the recorded Amendment to the Agreement recorded at Book 5403, Page 881 of the official records of St Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 20th day of December, 2022.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**



Christian Whitehurst, Chair

ATTEST:
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: Crystal Smith
Deputy Clerk

Rendition Date DEC 20 2022



FIRST AMENDMENT TO
IMPACT FEE CREDIT AGREEMENT

Intersection of State Road 16 and Villages West Park Entrance

THIS FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT (“**Amendment**”) is made this ____ day of _____, 2022 (“**Effective Date**”), by and between **ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida (“**County**”) and **MURABELLA OWNER, LLC**, a Florida limited liability company, its successors and assigns (“**Murabella**”). County and Murabella are sometimes referred herein each as “**Party**” or collectively as “**Parties**.”

RECITALS

A. Sunshine Land Holdings, LLC (“**Sunshine**”) and County entered into that certain Impact Fee Credit Agreement dated October 25, 2021 and recorded in Official Records Book 5403, Page 881 of the public records of St. Johns County, Florida, approved under Resolution 2021- 439 (the “**Agreement**”), regarding the construction of improvements on State Road 16 and the entrance road to Villages West Park.

B. County is planning the development of an active recreation park featuring soccer and baseball fields on property owned by County at 4881 State Road 16, known as Villages West Park.

C. Under the Agreement, Sunshine was the owner, developer and projected Impact Fee payer of an adjacent 33-acre parcel to the west of Villages West Park, known as the Marketplace, as more particularly described in the Agreement.

D. Murabella Owner, LLC, is the successor in title to Sunshine, acquiring the Marketplace property by way of a Special Warranty Deed recorded at Official Records Book 5417, Page 1861 of the public records of St. Johns County, Florida.

E. Sunshine has assigned all of its rights, obligations, and interest in the Agreement to Murabella.

F. The Agreement set forth certain terms, conditions, and timeline for the design and construction of State Road 16 improvements for direct access to Villages West Park and a commercial driveway connecting the Villages West Park driveway to the Marketplace, including cost share, conveyance of easements, and receipt of certain Road Impact Fee Credits, as set forth in the Agreement.

G. Section 7 of the Agreement allows for, and the Parties desire to extend the date of automatic termination of the Agreement and the date upon which construction of the State Road 16 Improvements and the Villages West Park Entrance must be commenced.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by reference.

2. Extension. The date for the commencement of construction referenced in Sections 2, 5, and 7 of the Agreement is hereby extended from January 1, 2023, to January 1, 2024, and the date of automatic termination of the Agreement referenced in section 7 of the Agreement is hereby extended from January 1, 2023, to January 1, 2024. Further, the date upon which the Parties agree to work in good faith to complete construction of the SR-16 Improvements and the Villages of West Park Entrance referenced in section 7 of the Agreement is hereby extended from August 1, 2022, to August 1, 2024, as the same may be further extended by the Parties pursuant to Section 7 of the Agreement. As of the Effective Date of this Amendment, all references in the Agreement to the date of commencement of construction shall mean January 1, 2024, as extended by this Amendment.

3. Effectiveness; Ratification of the Agreement. Except as expressly provided in this Amendment, all terms, conditions, and provisions of the Agreement remain unchanged and shall remain in full force and effect.

4. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto, their respective legal representatives, successors in title and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties here to have executed this Amendment effective as of the Effective Date set forth above.

WITNESS:

ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida

Name: _____

By: _____

Name: Hunter S. Conrad
County Administrator

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by Hunter S. Conrad, as the County Administrator for ST. JOHNS COUNTY, a political subdivision of the Stat of Florida, on its behalf, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESS:

MURABELLA OWNER, LLC, a Florida limited liability company

Name: _____

By: _____

Name: James D. Palermo

Title: Executive Vice President

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 2022, by James Palermo who is the Executive Vice President of **MURABELLA OWNER, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____