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AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

8/18/2020

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator

DATE: August 4, 2020

FROM: Patrick F. McCormack, County Attorney

PHONE: 904 209-0805

SUBJECT OR TITLE: Vista Tranquilla/Proposed First Amendment to Settlement Agreement

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

St. Johns County ("County") and Ponte Vedra Corporation ("PVC") entered into a Settlement Agreement dated April 18, 2019 related to the 100-acre parcel owned by PVC commonly known as Vista Tranquilla or the Outpost ("Property"). The purpose of the Settlement Agreement was to set terms for the orderly consideration by the Board of County Commissioners of PVC's applications for a Comprehensive Plan Amendment ("CPA") and Planned Unit Development ("PUD") rezoning for the Property. In September 2019, the Board of County Commissioners approved PVC's request to withdraw the CPA application, leaving the PUD rezoning application pending, according to the terms of the Settlement Agreement. The deadline for PVC to act upon the pending PUD application is approaching. Due to the current Covid-19 pandemic, PVC would like to postpone any consideration of the pending PUD application until such time when it is safe for everyone interested in the project to attend board hearings in person. PVC requests to extend the outside date for consideration of the PUD application from September 17, 2020 until March 15, 2022.

1. IS FUNDING REQUIRED? No

2. IF YES, INDICATE IF BUDGETED. No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2020-_____ approving the terms, conditions, provisions, and requirements of the First Amendment to Settlement Agreement between St. Johns County and Ponte Vedra Corporation, and authorizing the Chair to execute the First Amendment on behalf of the County.

For Administration Use Only:

Legal: BB 8/10/2020

OMB: JDD 8/10/2020

Admin: Brad Bradley 8/10/2020

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND PONTE VEDRA CORPORATION REGARDING THE OUTPOST LITIGATION; AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, St. Johns County (“County”) and Ponte Vedra Corporation (“PVC”) entered into a Settlement Agreement dated April 18, 2019 (“Agreement”) relating to then-pending litigation styled as *Ponte Vedra Corporation v. St. Johns County, Florida*, Case No. CA16-0958, in St. Johns County Circuit Court (“Action”), concerning an approximately 100-acre parcel located in the County and owned by PVC (the “Property”); and

WHEREAS, in accordance with the terms of the Agreement, PVC submitted an application for a Comprehensive Plan Amendment (“CPA”) and then, via a letter dated September 13, 2019, requested a withdrawal of the CPA; and

WHEREAS, on or about September 17, 2019, the St. Johns County Board of County Commissioners approved PVC’s request to withdraw the CPA; and

WHEREAS, pursuant to the terms of the Agreement, PVC’s Planned Unit Development rezoning application (“PUD”) “remain[ed] pending without prejudice to PVC continuing to process the PUD Application for consideration by the BOCC within one (1) year after the BOCC’s continuance/postponement” (“Processing Deadline”); and

WHEREAS, good cause exists, due to the COVID-19 pandemic and otherwise, to extend the Processing Deadline; and

WHEREAS, , the County and PVC wish to formalize their understanding to amend the extend the Processing Deadline by eighteen (18) months, terminating on March 15, 2022 instead of on or about September 17, 2020, as reflected in the First Amendment to Settlement Agreement (“First Amendment”) attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, except as amended in the First Amendment, the Agreement shall continue in full force and effect in accordance with its terms; and

WHEREAS, the County has reviewed the First Amendment and determined that approval of it and its terms, conditions, provisions, and requirements, is in the best interest of the public and the County.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the First Amendment to Settlement Agreement between St. Johns County and Ponte Vedra Corporation, and authorizes the Chair of the Board of County Commissioners to execute the First Amendment to Settlement Agreement on behalf of the County, in substantially the form and format as attached.

Section 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 County Commissioners of St. Johns County, Florida this ____ day of August, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT (this “**Amendment**”) is entered into by and among PONTE VEDRA CORPORATION, a Florida corporation (“**PVC**”), and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**County**”). PVC and the County may sometimes together be referred to herein as the “**Parties**.”

WHEREAS, the Parties entered into that certain Settlement Agreement dated April 18, 2019 (the “**Agreement**”) relating to an approximately 100-acre parcel located in St. Johns County and owned by PVC, known as Vista Tranquilla or the Outpost (the “**Property**”);

WHEREAS, in accordance with the terms of the Agreement, PVC submitted an application for a Comprehensive Plan amendment (the “**Amendment Application**”) and then, via a letter dated September 13, 2019, requested a withdrawal of the Amendment Application;

WHEREAS, on or about September 17, 2019, the St. Johns County Board of County Commissioners (the “**BOCC**”) approved PVC’s request to withdraw the Amendment Application;

WHEREAS, pursuant to the terms of the Agreement, PVC’s Planned Unit Development rezoning application (the “**PUD Application**”) “remain[ed] pending without prejudice to PVC continuing to process the PUD Application for consideration by the BOCC within one (1) year after the BOCC’s continuance/postponement” (the “**Processing Deadline**”); and

WHEREAS, the Parties desire, agree and find that good cause exists, due to the COVID-19 pandemic and otherwise, to extend the Processing Deadline; and

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree, each with the other, as follows:

1. Recitals. The recitations set forth above are true and accurate and are incorporated as if fully set forth herein.

2. Terms. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement or defined herein.

3. Processing Deadline. The Processing Deadline shall be extended by eighteen (18) months, terminating on March 15, 2022 instead of on or about September 17, 2020.

a. Accordingly, paragraph 2(b)(ii)(2) shall hereby be amended as follows:

(2) Denial or Withdrawal. If the BOCC votes to deny the Amendment Transmittal, or if the Amendment Application is withdrawn as described in paragraph 2(b)(ii) above, then the PUD Application shall remain pending without prejudice to PVC continuing to process the PUD

Application for consideration by the BOCC ~~within one (1) year after the BOCC's continuance/postponement~~ until March 15, 2022. Any material modifications to the PUD Application after withdrawal of the Amendment Application may be subject to updating information, additional review of any such modifications to the PUD Application and updated information, public hearings required for the PUD Application, and any fees as required by State and local law.

b. Further, all other applicable time periods relating to the pendency of the PUD Application and PVC's ability to continue to process the PUD Application set forth in the Settlement Agreement and provided in the Code shall hereby be extended until March 15, 2022.

4. Except as amended herein, the Agreement shall continue in full force and effect in accordance with its terms.

5. This Amendment may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one agreement binding on all Parties thereto, notwithstanding that all the Parties shall not have signed the same counterpart. This Amendment may be executed as facsimile originals or scanned e-mail originals, each of which shall constitute an authorized signature and each copy of this Agreement bearing the authorized transmitted signature of any Party's authorized representative shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the last date of execution listed below.

PONTE VEDRA CORPORATION, a
Florida corporation

ST. JOHNS COUNTY, FLORIDA

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____