

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN IMPACT FEE CREDIT TRANSFER INDEMNITY AGREEMENT BETWEEN THE COUNTY AND DOUBLE EAGLE DEVELOPMENT, LLC, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Double Eagle, LLC, (Double Eagle) is the current owner of the Treaty Ground PUD residential property more particularly set forth in St. Johns County Ordinance 2005-122; Small Adjustments 2006-08, 2007-13, and 2007-54; and construction plans SUBCON 2006-53 (the Project); and

**WHEREAS**, prior to Double Eagle's acquisition of the Treaty Ground PUD, road and park impact fees were paid for the Project on behalf of the previous owner; and

**WHEREAS**, Double Eagle, as the current owner of the Project, has requested that the County recognize Double Eagle's entitlement to the credits for the pre-paid impact fees; and

**WHEREAS**, Double Eagle has represented to the County that it has contacted all other parties who might have an interest in the impact fee credits and that no party has objected to Double Eagle's claim that it is entitled to the credits; and

**WHEREAS**, Double Eagle has agreed to indemnify and hold the County harmless from all claims originating from or connected with the County's recognition of Double Eagle's entitlement to the impact fee credits; and

**WHEREAS**, the County has determined that entering into the attached Impact Fee Credit Transfer Indemnity Agreement (the Agreement) serves a public purpose.

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

**Section 1.** The above recitals are incorporated into the body of this resolution and are adopted as findings of fact.

**Section 2.** The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Agreement and authorizes the County Administrator, or his designee, to execute an agreement in substantially the same form as the attached agreement on behalf of the County.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept 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 19 day of January, 2016.

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

Attest:

*Pam Saltzman*  
Deputy Clerk

By:

*Jeb S. Smith*  
Jeb S. Smith, Chair

RENDITION DATE 1/21/16



**IMPACT FEE CREDIT TRANSFER  
INDEMNITY AGREEMENT**

This Impact Fee Credit Transfer Indemnity Agreement is made between Double Eagle Development, LLC, Florida limited liability company, whose address is 9250 Bay Meadows Road, Suite 120, Jacksonville, Florida 32256, (“Double Eagle”) and St. Johns County, a political subdivision of the State of Florida, with administrative offices located at 500 Sebastian View, St. Augustine, Florida 32084, (the “County”).

In consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, it is agreed that:

1. **The Project.** Double Eagle is the current owner of the Treaty Ground PUD residential property as more particularly set forth in St. Johns County Ordinance 2005-122 and Small Adjustments SMADJ 2006-08, 2007-13, and 2007-54, as well as construction plans SUBCON 2006-53, (the “Project”).

2. **Impact Fee Credits.** Double Eagle hereby represents, and the County acknowledges, that it is lawfully seized in the following impact fee credits and that it has a right to use these credits for the Project as it sees fit (subject to the limitations set forth in the St. Johns County Comprehensive Plan, Land Development Code, Development Review Manual and any other County ordinance or regulation, as may be applicable):

<b>Phase</b>	<b>Road Impact Fee Credits</b>	<b>Park Impact Fee Credits</b>
I	\$74,705.00 pre-paid	Dedication of Treaty Park
II	\$89,200.00 pre-paid	
III	\$474,920.00 pre-paid	
<b>Total Impact Fee Credits:</b>	<b>\$638,825.00</b>	<b>\$300,000</b>

3. **Indemnity.** In exchange for the County fully recognizing the impact fee credits set forth above being vested in Double Eagle, Double Eagle agrees to indemnify, defend, and hold the County and its officers, employees, and agents harmless from all claims, losses, costs (including attorney's fees), administrative actions, or alternative dispute resolution proceedings originating from or connected with the County's acceptance of Double Eagle's representations as to entitlement to the impact fee credits as set forth above. This provision shall survive the issuance or acceptance of any impact fee credit or voucher by the County.

4. **Compliance with Applicable Law.** Double Eagle agrees to comply with all applicable laws, regulations, and policies in connection with the impact fee credits.

5. **Venue.** Venue for any legal or administrative action filed in connection with this agreement shall lie exclusively in St. Johns County, Florida.

6. **Agreement Binding on Successors and Assigns.** This agreement shall be binding on Double Eagle and its successors and assigns.

In witness whereof, the parties have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Double Eagle Development, LLC**

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed)

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

Its: : \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
\_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**St. Johns County, a political subdivision of the state of Florida**

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed)

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

Its: : \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

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

My Commission Expires \_\_\_\_\_

My Commission Number is: \_\_\_\_\_