

AMENDED FINAL AUTHORIZATION OF TRANSPORTATION CREDIT

Amends Final Authorization of Transportation Credit CA-04-08 (T), originally authorized for University Commons Land Development, LLC, on July 27, 2004

Date: December 3, 2013

Credit Authorization Number: CA-04-08 (T)

Owner/Developer: University Commons Land Development, LLC

Project for Which Impact Fee Credit was Originally Awarded: University Commons DRI (DRI #19) in south eastern Manatee County

Current Credit Balance in CA-04-08(T): \$285,401.75

Credit to be Transferred via Assignment From Impact Fee Credit Authorization CA-04-08 (T) to CA-04-08 (T)(A): 15,368.78

Credit Balance Remaining in CA-04-08(T): \$270,032.97

APPROVED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS

3rd DAY OF December, 2013.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA



BY: Larry Bostler
Chairman

ATTEST: R.B. SHORE
Clerk of the Circuit Court

By: Robin Liberty, D.C.

FINAL AUTHORIZATION OF TRANSPORTATION CREDIT

Assignment of Credit from Impact Fee Credit Authorization CA-04-08 (T), owned by University Commons Land Development, LLC, to Impact Fee Credit Authorization CA-04-08 (T)(A), owned by Kamco Properties, LLC

Date: December 3, 2013

Credit Authorization Number: CA-04-08 (T) (A)

Owner/Developer: Kamco Properties, LLC

Credit to be Transferred From Impact Fee
Credit Authorization CA-04-08 (T) to CA-04-
08 (T)(A): \$15,368.78

APPROVED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS

3rd DAY OF December, 2013.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA



BY: Larry Busto
Chairman

ATTEST: R.B. SHORE
Clerk of the Circuit Court

By: Robin Liberty, D.C.

December 3, 2013 - Regular Meeting
Agenda Item #12

Approved in Open Session 12/3/13,
Manatee County Board of County Commissioners

Subject

Partial Assignment of University Commons Land Development, LLC, Impact Fee Credit Authorization #CA-04-08(T)

Briefings

None

Contact and/or Presenter Information

Sharla Fouquet
Impact Fee Program Manager
748-4501, Extension 3966

Action Requested

Authorization for Chairman to execute amendment of Impact Fee Credit Authorization #CA-04-08(T), transferring a portion of the remaining credit balance to a new Impact Fee Credit Authorization, #CA-04-08(T)(A).

Enabling/Regulating Authority

MANATEE COUNTY COMPREHENSIVE PLAN 5.1 TRAFFIC CIRCULATION ELEMENT / FUTURE MAJOR ROADWAYS / LAND DEVELOPMENT CODE CHAPTER 8 / IMPACT FEES SECTION 807 / CREDITS

Background Discussion

Chapter 8, Section 807 of the Manatee County Land Development Code provides for authorization by the Board of County Commissioners for Impact Fee Credits for contributions, payments, construction, or dedications made to Manatee County against applicable components of impact fees.

Sections 807.2.2.3. and 807.2.4. of the Manatee County Land Development Code stipulate that impact fee credits may be assigned to any entity and used by the assignee to offset impact fees in the same benefit district as that in which the construction of improvements was made. Such assignments are to be memorialized by an amendment to the credit authorization, and approved by the Board of County Commissioners of Manatee County.

Impact Fee Credit Authorization CA-04-08(T) was originally approved by the Board of County Commissioners on July 27, 2004, awarding \$1,170,385.45 in road impact fee credits to University Commons Land Development, LLC, for right-of-way dedication and road improvements in the University Commons DRI in southeastern Manatee County.

As part of a land sale in May 2005, University Commons assigned \$15,368.78 in road impact fee credits to Kamco Properties, LLC. Kamco did not submit the assignment to Manatee County at the time because their plans for commercial development of their newly-acquired property, located on the north side of University Parkway, were stalled by the worsening economy.

Kamco now plans to develop their property, and would like to finalize the impact fee credit assignment

authorized by University Commons. While the original assignment document has been lost in the intervening years, Kamco has provided the County with a copy thereof, along with a notarized affidavit asserting the legitimacy of the original assignment. Furthermore, a representative of Grimes, Goebel, Grimes, Hawkins, Gladfelter, & Galvano, PL, University Commons Land Development's agent, has provided us with:

- Verification that the assignment was authorized by University Commons; and,
- An original Impact Fee Credit Request authorizing that University Commons Land Development's impact fee credit authorization CA-04-08(T) be reduced by \$15,368.78, the amount of the assignment.

Staff therefore recommends that a new impact fee credit authorization, CA-04-08(T)(A), be established to assign \$15,368.78 in road impact fee credit to Kamco Properties, LLC. The existing impact fee credit authorization, CA-04-08(T), which will remain under the control of University Commons Land Development, will be reduced by the amount of the assignment.

County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please send certified copies of all executed documents to Sharla Fouquet, Financial Management Department (County Administration Building, 9th Floor). **Sent via courier 12/4/13, RLL**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Univ Commons Assignment 5-6-2013.pdf](#)

Attachment: [UC Impact Fee Cr Request.pdf](#)

Attachment: [Deed UCLD to Kamco.pdf](#)

Attachment: [CA-04-08\(T\) Amended FAC.pdf](#)

Attachment: [CA-04-08\(T\)\(A\) New FAC.pdf](#)

ASSIGNMENT OF TRANSPORTATION IMPACT FEE
CREDIT AUTHORIZATION


KNOW ALL MEN BY THESE PRESENTS, that UNIVERSITY COMMONS LAND DEVELOPMENT LLC, a Florida limited liability company (the "Assignor"), in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations received from or on behalf of KAMCO PROPERTIES, LLC, a Michigan limited liability company (the "Assignee"), at or before the ensembling and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the Assignee Assignor's rights to \$15,368.78 in transportation impact fee credits under that certain Credit Authorization No. CA-04-08 (T) (the "Credit Authorization") approved by the Board of County Commissioners of Manatee County, Florida.

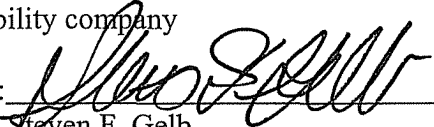
TO HAVE AND TO HOLD the same unto the Assignee, its legal representatives, successors, and assigns, forever.

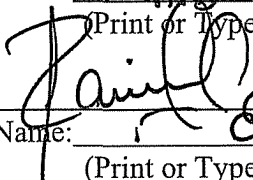
IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the 6 day of May, 2005.

WITNESSES:

UNIVERSITY COMMONS LAND
DEVELOPMENT LLC, a Florida limited
liability company

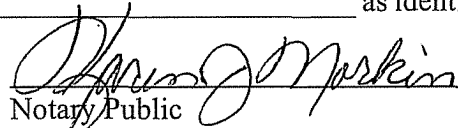

Name: AMANDA ARDILA
(Print or Type Name)


By: 
Steven F. Gelb
As its: Authorized Signatory


Name: Enrique Ramento
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 5th day of May, 2005, by Steven F. Gelb, as Authorized Signatory of UNIVERSITY COMMONS LAND DEVELOPMENT LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.


Notary Public

 Karen J. Norkin
Commission # DD354909
Expires: SEP. 13, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

(Print, Type or Stamp Name)
My commission expires:

SELLER'S AFFIDAVIT

STATE OF Florida
COUNTY OF Miami Dade

I Steven F. Gelb, after first being duly sworn, do hereby state and depose, under penalties of perjury and upon oath, as follows:

- 1. I am over the age of 18 years, have not been known by any name other than that shown above, and have personal knowledge of the facts and circumstances as herein set forth.
- 2. I am the Authorized Signatory of University Commons Land Development, LLC, the owner in Fee Simple ("Owner") of the following described real property (the "property") legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

- 3. There are no parties in possession of the property other than owner and those parties, if any, whose possessory interests, are identified on Exhibit "A" attached hereto and made a part hereof.
- 4. There have been no improvements alterations or repairs to the property within the past 90 days; all parties who have provided services, labor or materials in connection with any improvements, alterations or repairs to the property have been paid in full; and Owner has received no notice of any claim for any unpaid services, labor or materials outstanding in connection with any improvements, alterations or repairs on the property.
- 5. There are no outstanding unpaid liens or assessments for municipal services or improvements, special taxing liens or assessments, or utility services or improvements on the property.
- 6. There are no pending suits, proceedings, judgments, bankruptcies, lines or executions of any nature in any municipal, state or Federal courts affecting the property or owner.
- 7. Owner has not and will not execute any instrument that would affect title to the property, including, but not limited to, the mortgaging or conveying of the property or any interest therein or cause the creation of liens against the property subsequent to the effective date of Commitment No. NT05-0170 issued by Fidelity National Title Insurance Company, File No. 05-DET-0044 and prior to the closing of the sale of the property to Kamco Properties, LLC ("Buyer").
- 8. This Affidavit is given for the purposes of inducing Buyer to purchase the property and inducing Fidelity National Title Insurance Company to issue its policy of title insurance insuring Buyer's interest in the property.

Executed by me this 5th day of May, 2005. [Signature] (Seal)
Steven F. Gelb
(Typed or Printed Name)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was sworn to, subscribed and acknowledged before me this 5th day of May, 2005 by Steven Gelb, who is personally known to me or has produced _____ as identification.



Karen J. Norkin
Commission # DD354909
(NOTARIAL SEAL)
Expires: SEP. 13, 2008
Bonded Thru
Atlantic Bonding Co., Inc.
My Commission Expires: _____

[Signature]
Notary Public, State of Florida

(Typed or Printed Name of Notary Public)

This document prepared by:

Caleb J. Grimes, Esquire
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P.L.
P.O. Drawer 1550
Bradenton, Florida 34206
(941) 748-0151
Parcel ID #: 2040810059

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made this 6 day of May, 2005, by and between University Commons Land Development LLC, a Florida limited liability company, whose address is 615 SW 2nd Avenue, Miami, Fl. 33130 ("Grantor"), and KAMCO PROPERTIES, LLC, a Michigan limited liability company, whose address is 5640 W. Maple Road, Suite 101, West Bloomfield, Michigan 48322 ("Grantee").

WITNESSETH

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, real property in Manatee County, Florida, described as follows:

Unit 1, UNIVERSITY COMMONS COMMERCIAL CENTER WEST, a Land Condominium according to Declaration of Condominium recorded in Official Records Book 1820, Page 6420, and as per Plat thereof recorded in Condominium Book 31, Pages 21 through 23, of the Public Records of Manatee County, Florida.

Together with those certain non-exclusive easements for access, utilities and drainage as set forth in Amended and Restated Reciprocal Easement Agreement recorded in O.R. 1820, page 6376, of the Public Records of Manatee County, Florida and subject to the terms, provisions and conditions of said instrument. ("Property").

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to zoning and other prohibitions and regulations imposed by governmental authorities, and the additional matters set forth on **Exhibit "A"** hereto.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Amanda Ardila
Print name: AMANDA ARDILA
George Ravelo
Print name: George Ravelo

University Commons Land Development LLC, a Florida limited liability company


By: Steven F. Gelb
Steven F. Gelb
as its: Authorized Signatory

STATE OF Florida)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 5th day of May, 2005, by Steven F. Gelb, the Authorized Signatory of University Commons Land Development LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or has produced _____ as identification.

Karen J. Norkin

(print name)
Notary Public

 Karen J. Norkin
Commission # DD354909
Expires: SEP. 13, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:
Commission number: _____

EXHIBIT "A"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2005 and subsequent years.
2. Notice of the Modification of a Development Orders recorded in Official Record Book 1649, Page 6322; Official Record Book 1677, Page 1676 and Official Record Book 1737, Page 6624, of the Public Records of Manatee County, Florida.
3. Terms, conditions, restrictions, covenants and easements, if any, in the Boundary Line Agreement by and between Phymatrix of Manatee County, Inc., and County Line Grove Associates recorded in Official Record Book 1692, Page 7118 and re-recorded in Official Record Book 1708, Page 2560, of the Public Records of Manatee County, Florida.
4. Reciprocal Easement Agreement dated August 16, 2002, recorded August 22, 2002 in Official Record Book 1765, page 6466, as amended and restated in the Amended and Restated Reciprocal Easement Agreement recorded April 21, 2003 in Official Record Book 1820, page 6376, as amended by the First Amendment to Amended and Restated Reciprocal Easement agreement recorded July 19, 2004 in Official Record Book 1942, page 6389 and re-recorded in Official Record Book 1952, page 3119, all of the Public Records of Manatee County, Florida.
5. Terms, conditions, restrictions, covenants and easements, if any, in the Boundary Agreement by and between University Commons Land Development LLC and University Parkway Properties LLC recorded in Official Record Book 1809, Page 3009, of the Public Records of Manatee County, Florida.
6. Covenants, restrictions, reservations and easements as shown on the Plat of University Commons Commercial Center West, as recorded in Condominium Book 31, Page 21 through 23, of the Public Records of Manatee County, Florida.
7. Terms, condition, restrictions, covenants, easements and assessments in the Declaration of Condominium of University Commons Commercial Center West, a Land Condominium dated April 17, 2003, recorded April 21, 2003 in Official Record Book 1820, Page 6420, of the Public Records of Manatee County, Florida.
8. Terms, conditions, restrictions, covenants and easements, if any, in the Agreement for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned lands recorded in Official Record Book 1898, Page 1131, of the Public Records of Manatee County, Florida.

9. Assignment and Assumption Agreement by and between Phymatrix of Manatee County, Inc., and University Commons Land Development, LLC recorded in Official Record Book 1692, Page 7150, of the Public Records of Manatee County, Florida.

IMPACT FEE
CREDIT REQUEST

Date: _____

Permit #: _____

Credit File #: CA 04-08(T)

ATTN: Impact Fee Administrator
MANATEE COUNTY PLANNING DEPARTMENT
1112 Manatee Avenue West, 4th floor
Bradenton, FL 34205

RE: OWNER/DEVELOPER UNIVERSITY COMMONS LAND DEVELOPMENT, LLC

PROJECT NAME _____

STREET ADDRESS _____

NUMBER OF BEDROOMS _____

SQUARE FOOTAGE _____

Pursuant to our existing Impact Fee Credit Agreement (transportation) for a total credit in the amount of \$1,170,385.45 dated July 27, 2004, please deduct \$1,368.78 from the transportation component of impact fees from the total fees due on the above captioned building permit.

BY: [Signature]
*AUTHORIZED SIGNATURE

TITLE: Author Agent

*EACH CREDIT REQUEST MUST HAVE AN ORIGINAL SIGNATURE

FOR OFFICE USE ONLY

Collection District _____

Credit Voucher # _____

Credit Given by: _____

Construction District "C"

Benefit District "SE"

Date _____

University Commons DRI
University Parkway

N/A

N/A

RETURN TO:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: WENDY PELL
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No NTD50170

This document prepared by:

Caleb J. Grimes, Esquire
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P.L.
P.O. Drawer 1550
Bradenton, Florida 34206
(941) 748-0151
Parcel ID #: 2040810059

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To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to zoning and other prohibitions and regulations imposed by governmental authorities, and the additional matters set forth on **Exhibit "A"** hereto.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Amanda Ardila
Print name: AMANDA ARDILA
Enrique Ramirez
Print name: Enrique Ramirez

University Commons Land Development LLC, a Florida limited liability company


By: *Steven F. Gelb*
Steven F. Gelb
as its: Authorized Signatory

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 5th day of May, 2005, by Steven F. Gelb, the Authorized Signatory of University Commons Land Development LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or has produced _____ as identification.

Karen J. Norkin

(print name)
Notary Public


Karen J. Norkin
Commission # DD354909
Expires: SEP. 13, 2008
Bonded Thru
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My Commission Expires:
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