

RESOLUTION NO. R2016-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, AUTHORIZING THE ASSIGNMENT OF EQUIVALENT RESIDENTIAL CONNECTIONS (ERCS) BETWEEN SUMTER RETIREMENT RESIDENCE LLC AND SUMTER RETIREMENT COTTAGES, LLC, SUCCESSORS TO THE ORIGINAL MARICAMP DEVELOPERS AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood entered into a developer's agreement with Maricamp, LLC as detailed in the attached Exhibit A - Consent to Partial Assignment of ERCs under Developer's Agreement; and,

WHEREAS, the original Maricamp property was partially developed, sold, and the remaining property subdivided as the Oxford Greens plat; and,

WHEREAS, Sumter Retirement Residence, LLC is now the successor to the balance remaining of the original Maricamp agreement; and,

WHEREAS, Sumter Retirement Residence, LLC wishes to assign the balance of their ERC's to Sumter Retirement Cottages, LLC for the development of Lot 5 of the Oxford Greens plat; and

WHEREAS, Subsection 19-335(c) of the Code of Ordinances calls for changes to developer's agreements to be passed by resolution of the City Commission.

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida:

SECTION 1. The Consent to Partial Assignment of ERCs under Developer's Agreement, attached hereto as Exhibit A of this Resolution, is hereby approved.

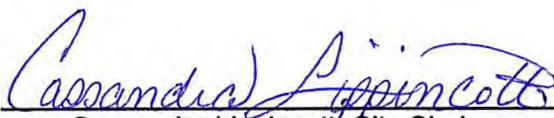
SECTION 2. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

PASSED AND RESOLVED, this 9th day of May, 2016.

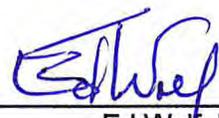
CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST:


Cassandra Lippincott, City Clerk

BY:


Ed Wolf, Mayor

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**
Charles B. Costar, III, Esquire
Shutts & Bowen LLP
300 S. Orange Avenue
Suite 1000
Orlando, Florida 32801

**CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER DEVELOPER'S
AGREEMENT**

THIS CONSENT is executed effective date of execution hereof by the City of Wildwood, Florida, a Florida municipal corporation ("City").

WHEREAS:

- A. The City and Maricamp, LLC, a Florida corporation, are parties to a "Developer's Agreement Between the City of Wildwood, Florida and Maricamp, LLC", as recorded in OR Book 1827, Page 690, Public Records of Sumter County, Florida, ("Developer's Agreement"), concerning real property ("Property") described therein, as amended by an "Addendum to Developer's Agreement between the City of Wildwood, Florida and Maricamp, LLC" approved February 13, 2006, as recorded in OR Book 1827, page 715, Public Records of Sumter County, Florida (which Developer's Agreement and Addendum are referred to herein as the "Developer's Agreement") for water and wastewater required for the improvements on Lot 2 of Oxford Greens, according to the plat thereof recorded in Plat Book 14, Page 29, Public Records of Sumter County, Florida ("Oxford Greens") as developed as of December 22, 2014.
- B. Pursuant to the Developer's Agreement, 210 water and wastewater ERCs were fully paid for including full payment for all related TIE fees and fifty percent (50%) of connection fees. Hereinafter "the Reserved ERC's"
- C. Subsequently, forty-eight (48) of the 210 ERCs were transferred for the project known generally as IMRT Center. The ERCs were transferred under a consent to partial assignment agreement. As the TIE fees and 50% of the connection fees had already been paid on the forty-eight (48) ERCs, 50% of the connection fees on the forty-eight (48) ERCs remained to be paid.
- D. However, the IMRT Center project only required twenty-seven (27) of the forty-eight (48) ERCs. 21 of the unused ERCs were transferred back to Maricamp, LLC. The City refunded 25% of the water connection fees and 25% of the wastewater connection fees for the 21 unused ERCs transferred back to Maricamp, LLC. The transfer of twenty-one (21) ERCs back to Maricamp, LLC was approved by the City Commission on November 8, 2010.

- E. 54.3 ERCs for water and wastewater from the Developer's Agreement were applied to the improvements on Lot 2 of Oxford Greens as developed as of December 22, 2014. All Transmission Infrastructure Extension Fees ("TIEs") and Connection Fees applicable to Lot 2 of Oxford Greens due under the Developer's Agreement as of December 22, 2014 have been paid.
- F. Therefore, this leaves the subject property with a total of 128.7 ERCs, for which 100% of TIE fees and 50% of water and wastewater connection fees have been paid. 25% of connection fees are due at permitting, and the balance due on issuance of the Certificate of Occupancy.
- G. Sumter Retirement Residence LLC, warrants that in the sale of Lot 3 to Oxford Land LLC, no ERCs were transferred, promised, traded, or otherwise granted to Oxford Land LLC as part of that transaction as ERCs otherwise run with the land legally described in the original Developer's Agreement, and that they are in sole legal possession of the remaining entitlement of 128.7 ERCs.
- H. Lot 2 and Lot 3 of Oxford Greens were replatted pursuant to that certain Oxford Greens Replat, recorded in Plat Book 16, Page 8, Public Records of Sumter County, Florida (the "Replat").
- I. No additional ERC's for water and wastewater from the Development Agreement are required as a result of the Replat to operate the improvements on Lot 2 of the Replat.
- J. Sumter Retirement Residence LLC, transferred their remaining capacity to Sumter Retirement Cottages LLC for the development of Lot 5 in the Oxford Green subdivision, which was originally a part of the lands described in the original Developer's Agreement. A Sketch of Description of Lot 5 is attached as Exhibit "A" to this Consent.
- K. In connection with the conveyance of the Lot 5, Sumter Retirement Residence LLC assigned to Sumter Retirement Cottages LLC 128.7 water and wastewater ERC's from among the Reserved ERCs remaining and otherwise available to Sumter Retirement Residence LLC (the "Assigned ERCs").
- L. Sumter Retirement Residence LLC and Sumter Retirement Cottages LLC have requested the City to consent to the Assignment of the Assigned ERCs as described above.

NOW THEREFORE, for and in consideration of the matter set forth above (which are incorporated herein by reference), the City agrees as follows:

Consent to Assignment. The City hereby consents to Sumter Retirement Residence LLC's assignment of the Assigned ERCs to Sumter Retirement Cottages LLC out of the total Reserved ERCs previously reserved by Maricamp LLC and available to Sumter Retirement

Residence LLC under the Developer's Agreement and Addendum thereto. As a result of such assignment, Sumter Retirement Residence LLC has 0 remaining ERCs. Sumter Retirement Cottages LLC's right to utilize the Assigned ERCs shall include all TIE fees and connection fees for the Assigned ERCs that Sumter Retirement Residence LLC has already paid. Future assignments of any of the Assigned ERCs ultimately unused for the development of Lot 5, if ever applicable, shall be permitted within Oxford Greens (including without limitation that part of Oxford Greens replatted by the Replat) subject to consent by the City as provided in the Developer's Agreement, Addendum to Developer's Agreement of City Code, as applicable.

Limitation on Consent. This Consent concerns the matters set forth above only. Except as expressly set forth herein, the City does not consent to any further assignment of Sumter Retirement Residence LLC's rights or obligations under the Developer's Agreement or Addendum to Developer's Agreement.

Acknowledgment by Sumter Retirement Cottages LLC. Sumter Retirement Cottages LLC agrees and understands that the rights and obligations of the Developer's Agreement runs with Lot 5 of the Oxford Green subdivision and that Sumter Retirement Cottages LLC will remain responsible to the City to develop Lot 5 of Oxford Green in compliance with the requirements of the Developer's Agreement and Addendum to the Developer's Agreement to the extent that they concern Lot 5 of Oxford Green herein above.

THEREFORE, City consents to the assignment of the Assigned ERCs as set forth above.

Signed, sealed and delivered
In the presence of:

CITY OF WILDWOOD

ATTEST:

Cassandra Lippincott, City Clerk

By: _____
Mayor Ed Wolf

[additional signatures on subsequent pages]

**JOINDER TO CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER
DEVELOPER'S AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Oxford Land LLC, a Washington limited liability company, as owner of Lot 3, Oxford Greens Replat, according to the plat thereof recorded in Plat Book 16, Page 8, Public Records of Sumter County, Florida, consents to the assignment of all remaining, unused ERC's in the name of Sumter Retirement Residence LLC, a Washington limited liability company to Sumter Retirement Cottages, LLC, a Washington limited liability company.

Oxford Land LLC,
a Washington limited liability company

By: Hawthorn Management Services
Corp., a Washington corporation,
its Manager

By: _____
Barton G. Colson, President

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of April, 2016 by Barton G. Colson, as President of Hawthorn Management Services Corp., a Washington corporation, Manager of OXFORD LAND LLC, a Washington limited liability company. He is personally known to me.

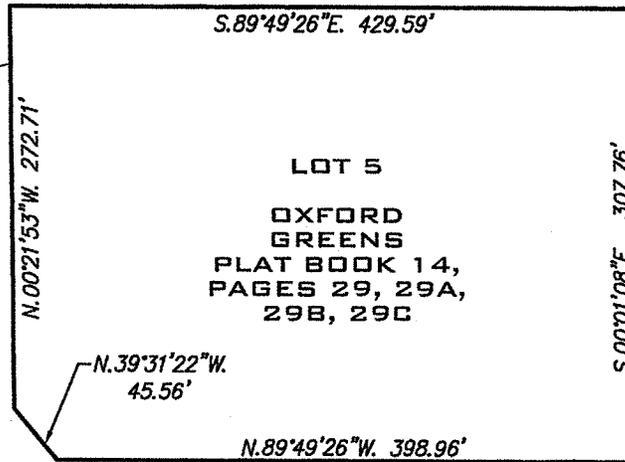
Notary Public, State of Washington
Printed Name: Robin R. Goins

(Notary Seal)

SKETCH OF DESCRIPTION FOR:
SUMTER RETIREMENT RESIDENCE LLC
 SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST,
 SUMTER COUNTY, FLORIDA
 CITY OF WILDWOOD

LOT 3

OXFORD GREENS REPLAT
 PLAT BOOK 16, PAGES 8, 8A, 8B, 8C



LOT 5

OXFORD
 GREENS
 PLAT BOOK 14,
 PAGES 29, 29A,
 29B, 29C

LOT 3
 OXFORD
 GREENS REPLAT
 PLAT BOOK 16,
 PAGES
 8, 8A, 8B, 8C

LOT 2

OXFORD GREENS REPLAT
 PLAT BOOK 16, PAGES 8, 8A, 8B, 8C

DESCRIPTION:

LOT 5 OF "OXFORD GREENS" AS RECORDED IN PLAT BOOK 14, PAGES 29 THROUGH 32, INCLUSIVE OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING IN SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST.

NOTES:

1. DATE OF SKETCH: APRIL 19, 2015.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS ARE ASSUMED BASED ON THE PLAT OF OXFORD GREENS.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

****NOTE: THIS IS NOT A
 SURVEY****


 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
 OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 12 807 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
 1128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
 PHONE (352) 435-1482 FAX (352) 372-8335 www.jchgrp.com

DRAWN:	C.J.H.	J.O.# 15159
REVISED:		DWG.# 15159SK (LOT 5)
CHECKED:	C.J.H.	SHEET 1 OF 1
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © APRIL, 2016

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Charles B. Costar, III, Esquire
Shutts & Bowen LLP
300 S. Orange Avenue
Suite 1000
Orlando, Florida 32801

**PARTIAL ASSIGNMENT OF ERCs
AND OF RIGHTS UNDER DEVELOPER'S AGREEMENT**

THIS ASSIGNMENT is entered into effective December 18, 2014, by and between the following:

- Sumter Retirement Residence LLC, a Washington limited liability company ("Assignor").
- Sumter Retirement Cottages LLC, a Washington limited liability company ("Assignee").

WHEREAS:

A. Assignor has conveyed to Assignee the real property ("Lot 5 Oxford Greens") as described in the attached Exhibit A.

B. Assignor, as successor in title to Maricamp, LLC, a Florida limited liability company and City of Wildwood, a Florida municipal corporation ("City") are parties to a "Developer's Agreement Between the City of Wildwood, Florida and Maricamp, LLC," as recorded in OR Book 1827, Page 690, public records of Sumter County, Florida, as amended by an "Addendum to Developer's Agreement Between the City of Wildwood, Florida, and Maricamp, LLC Approved February 13, 2006," as recorded in OR Book 1827, Page 715, public records of Sumter County, Florida (which Developer's Agreement and Addendum are referred to herein as the "Developer's Agreement"), concerning the real property ("Property") described therein.

C. As partial consideration for the conveyance of the Lot 5 Oxford Greens, the parties have agreed to enter into this Assignment.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the Assignor and Assignee agree as follows:

1. **Assignment of Matters Under Developer's Agreement.**

Assignor hereby assigns to Assignee Assignee's all of Assignor's right, title and interest, if any, in and up to 128.7 Equivalent Residential Connections ("ERCs") of water and sewer capacity, out of the total 210 ERCs reserved under the Developer's Agreement; provided that Assignor retains the appropriate number of ERCs in order to operate Lot 2, Oxford Greens, according to the plat thereof recorded in Plat Book 14, Page 29, of the Public Records of Sumter County, Florida as developed as of even date herewith. Such assignment includes all TIE fees previously paid for such assigned ERCs, and the fifty percent (50.00%) of the connection fees for the assigned ERCs that Assignor has already paid.

2. **Assumption.**

Assignee hereby assumes Assignor's right, title and interest, if any, in and to 128.7 ERCs of water and sewer capacity in order to utilize the ERCs assigned under paragraph 1, Assignee shall be required to pay the remaining fifty percent (50.00%) of the connection fee for the assigned ERCs as and when required by the Developer's Agreement and all other charges assessed by the City.

[signatures on the following pages]

WITNESSES:

Suzanna J. Tosh
Print Name: Suzanna J. Tosh
Mary Casqueiro
Print Name: Mary Casqueiro

**SUMTER RETIREMENT COTTAGES
LLC, a Washington limited liability company**

By: Hawthorn Management Services Corp., a
Washington corporation, its manager

By: *BGC*
Barton G. Colson, President

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 18th day of December, 2014 by Barton G. Colson, as President of Hawthorn Management Services Corp., a Washington corporation, Manager of SUMTER RETIREMENT COTTAGES LLC, a Washington limited liability company. He is personally known to me.

Robin R. Goins
Notary Public, State of ~~Florida~~ *Washington*
Printed Name: Robin R. Goins

(Notary Seal)

NOTARY PUBLIC
STATE OF WASHINGTON
ROBIN R. GOINS
Commission Expires September 26, 2015

**EXHIBIT A
PROPERTY**

Lot 5, Oxford Greens, according to the plat thereof recorded in Plat Book 14, Page 29, Public Records of Sumter County, Florida.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Charles B. Costar, III, Esquire
Shutts & Bowen LLP
Post Office Box 4956
Orlando, Florida 32802-4956
Tel. (407) 423-3200

**JOINDER AND CONSENT TO PARTIAL ASSIGNMENT OF ERCS AND OF RIGHTS
UNDER DEVELOPER'S AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Prudential"), as the holder of that certain Notice of Future Advance and Amended and Restated Mortgage and Security Agreement dated December 19, 2014 to be recorded in the Public Records of Sumter County, Florida, among other documents securing that certain loan from Prudential to Sumter Retirement Residence LLC, a Washington limited liability company ("Sumter Retirement Residence") dated December 19, 2014 in the original principal amount of \$14,800,000.00, hereby consents to that certain Partial Assignment of ERCs and Rights Under Developer's Agreement between Borrower and Sumter Retirement Cottages LLC, a Washington limited liability company ("Sumter Retirement Residence") assigning up to 128.7 Equivalent Residential Connections ("ERCs") of water and sewer capacity under that certain "Developer's Agreement Between the City of Wildwood, Florida and Maricamp, LLC," as recorded in Official Records Book 1827, Page 690, public records of Sumter County, Florida, as amended by an "Addendum to Developer's Agreement Between the City of Wildwood, Florida, and Maricamp, LLC Approved February 13, 2006," as recorded in Official Records Book 1827, Page 715, public records of Sumter County, Florida and consents to Borrower and/or Sumter Retirement Cottages seeking and obtaining the consent of the City of Wildwood to such assignment. Prudential is providing this consent on the condition that Lot 2, Oxford Greens, according to the plat thereof recorded in Plat Book 14, Page 29, of the Public Records of Sumter County, Florida ("Lot 2") retains the appropriate number of ERCs in order to operate Lot 2 as developed as of December 19, 2014 and that all Transmission Infrastructure Extension Fees applicable to Lot 2 as developed as of December 19, 2014 have been paid.

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[SIGNATURE PAGE TOP JOINDER AND CONSENT TO PARTIAL ASSIGNMENT
OF ERCS AND OF RIGHTS UNDER DEVELOPER'S AGREEMENT]

Signed, sealed and delivered in the presence of:

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**, a New Jersey
corporation

Valerie L. Combs

Print: Valerie L. Combs

Stephanie Reid

Print: Stephanie Reid

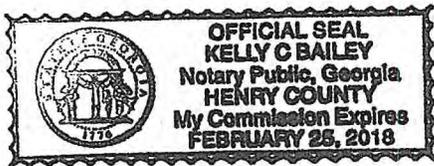
By: *Michael G. Doran*

Name: Michael G. Doran

Title: Vice President

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 18th day of December, 2014,
by Michael G. Doran, _____ as Vice President of **THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**, a New Jersey corporation, on behalf of said corporation. He is
personally known to me.



Kelly C. Bailey

Print Name: Kelly C. Bailey

Notary Public, State of Georgia

Commission No.: _____

Commission Expires: 2/25/2018