

REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT FOR
AN APPLICATION FOR A FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT FOR ORDINANCE 2015-747

DECEMBER 1, 2015

The Planning and Development Department hereby forwards to the Land Use and Zoning Committee and City Council its comments and recommendation regarding Application for a First Amendment to the Development Agreement for **Ordinance 2015-747**.

Name of Development: Pattillo -- RLR Investments: 1st Amendment

Concurrency Number: 24048

Location: Beaver Street between Blair Road and Wheeler Road.

Real Estate Number(s): 006829-9200 and 006829-9500

Current Zoning District: Industrial Light (IL)

Current Land Use Category: Light Industrial (LI)

Planning District: Northwest, District 5

City Council District: The Honorable Doyle Carter, District 12

Project Description: Development of the remaining 342,528 enclosed square feet of warehouse use.

Applicant/Agent: Robert A. Leapley, Esquire
Ackerman LLP
50 North Laura Street, Suite 3100
Jacksonville, Florida 32202

Owner: R.L.R. Investments, LLC.
600 Gillam Road
Wilmington, Ohio 45177

Staff Recommendation: **APPROVE**

GENERAL INFORMATION

Application for a First Amendment to the Development Agreement for **Ordinance 2015-747** seeks to extend the duration of the Development Agreement for five (5) years until September 7, 2020. The remaining undeveloped property for R.L.R. Investments ("RLR") subject to this amendment consists of approximately 48.08± acres.

The Development Agreement was originally approved in 2001 with Pattillo Construction Company for 1,080,000 enclosed square feet of warehouse use on approximately 96.0 acres. In 2005, Pattillo assigned its entire interest in the Development Agreement to RLR. Beginning in 2010, RLR requested and received two automatic 2-year extensions associated with the Community Planning Act, 2010-147 (Senate Bill 1752 & House Bill 7207). In November 2012, RLR partially assigned its interest in the Development Agreement to Publix for approximately 603,683 enclosed square feet of development rights. RLR retained development rights to the remaining 342,528 square feet of enclosed area for their property. The Development Agreement was also bifurcated between the applicant and Publix for their respective interests and compliance obligations.

To date, two buildings have been constructed by RLR (in 2005) totaling approximately 133,788 enclosed square feet of warehouse use.

CRITERIA FOR REVIEW

Pursuant to the provisions of Section 655.205(h)(1) of the Concurrency and Mobility Management System, a request to amend or cancel a development agreement must state the basis for the request and must include facts sufficient to indicate why there is justification for the amendment or cancellation.

- (i) *Conditions that require the owner or developer to mitigate the impacts of all existing and proposed development, including mitigation of any impacts resulting in changes in the original or amended development agreement due to the cancellation or amendment of same;*

According to the application, there are no additional impacts due to the proposed amendment to extend the Duration of Agreement.

- (ii) *Conditions that require the owner or developer to request and receive a rescission of or amendment to all development permits or other approvals which authorize development beyond that which is authorized under an amended or cancelled development agreement;*

According to the application, no development permits or other approvals have been issued which authorize development beyond that which is authorized under the Development Agreement, as amended herein.

- (iii) *Conditions that require the owner or developer to satisfy all applicable conditions of the existing development agreement with regard to existing and proposed development.*

The Development Agreement and reporting and compliance requirements were bifurcated between the applicant and Publix as to their respective ownership interests.

The development agreement is subject to a performance schedule and an annual renewal fee (calculated at \$11,662 for 2015) each year that the agreement is in effect for the remaining undeveloped enclosed area for the purpose of reserving traffic circulation capacity. Since Pattillo assigned its rights to RLR under the Development Agreement in 2005, RLR has paid approximately \$199,486 in annual fees.

SUPPLEMENTAL INFORMATION

Although the development rights held under the Development Agreement are not subject to a mobility fee, staff completed a mobility fee calculation for the same amount of remaining development rights held under the development agreement. The mobility fee was calculated to be \$256,419. A copy of the mobility fee calculation summary sheet is attached.

RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that Application for a First Amendment to Development Agreement for 2015-747 be **APPROVED**.

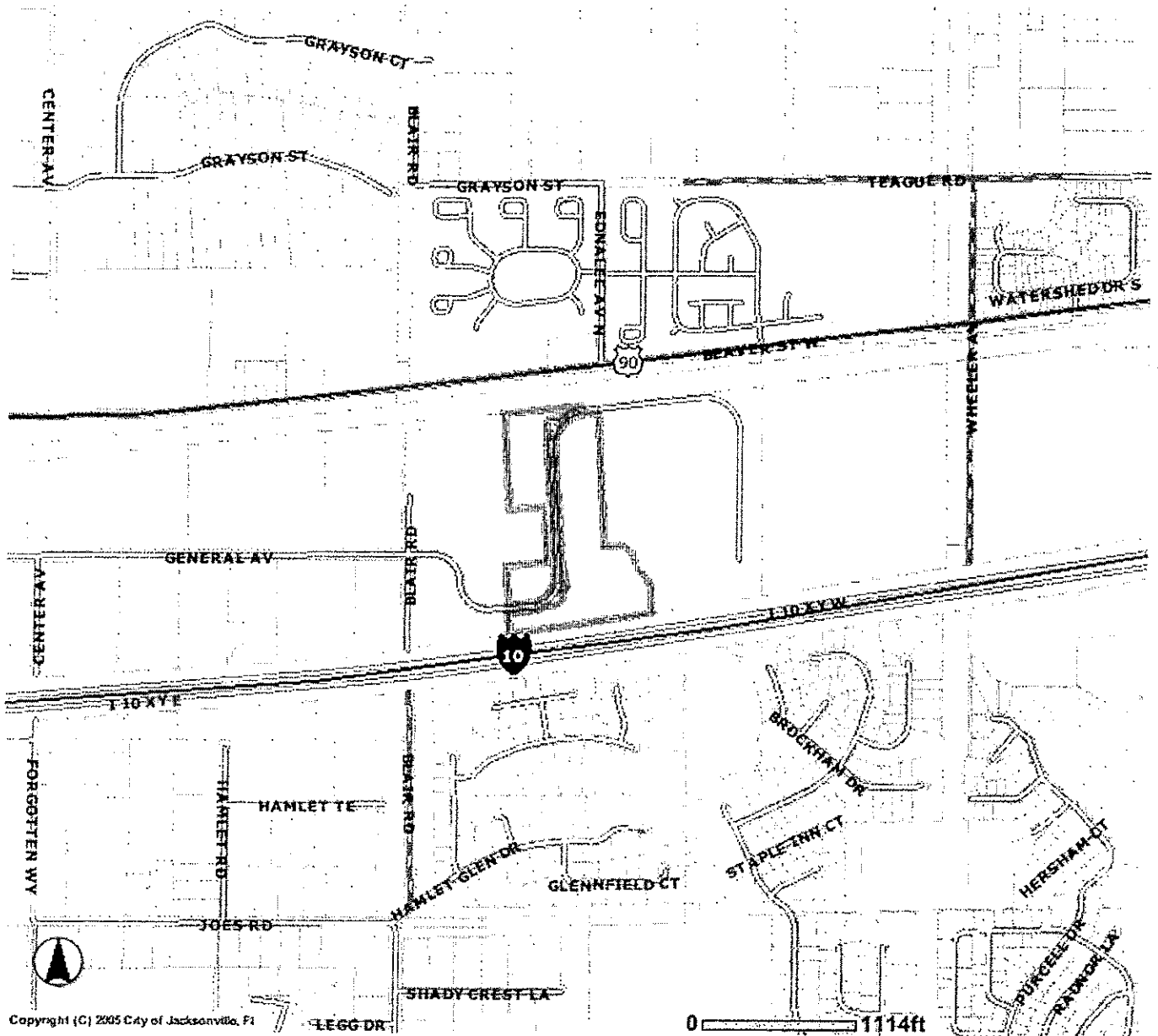
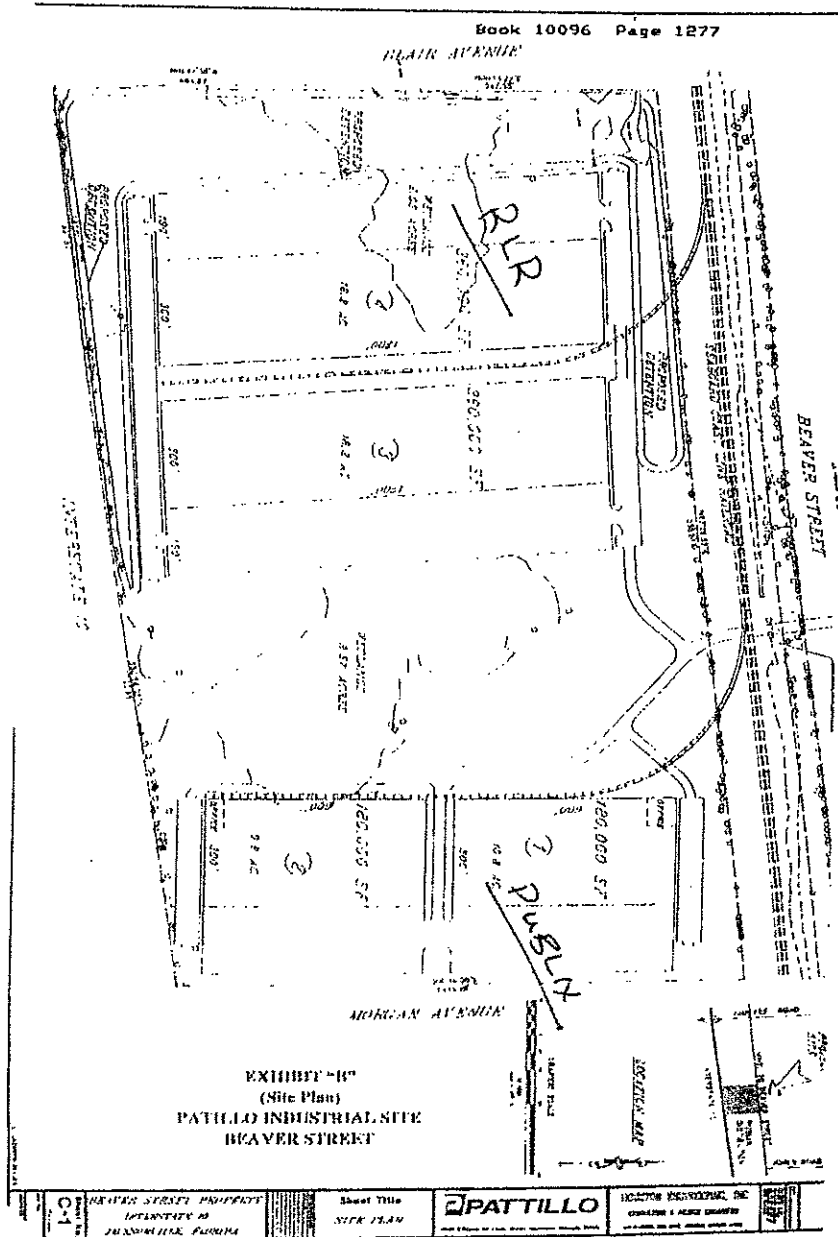


EXHIBIT "A"

TO REQUEST FOR AMENDMENT OF DEVELOPMENT AGREEMENT

[Site Plan attached to Development Agreement as Exhibit B]



2015-747

{36062621;3}

REQUEST FOR AMENDMENT OF DEVELOPMENT AGREEMENT

THIS REQUEST FOR AMENDMENT OF DEVELOPMENT AGREEMENT (this "Request for Amendment") is submitted by **R.L.R. INVESTMENTS, LLC**, an Ohio limited liability company a/k/a **R.L.R. INVESTMENTS, L.L.C** (the "Owner").

1. The Development Agreement which is subject to this Request for Amendment is dated as of June 29, 2001, and recorded in Official Records Book 10096, Page 1259, of the official public records of Duval County, Florida, as assigned by that certain Assignment of Development Agreement dated January 5, 2005, and recorded in Official Records Book 12248, Page 1657, of the official public records of Duval County, Florida, and as partially assigned by that certain Partial Assignment and Assumption of Development Agreement dated effective November 19, 2012, and recorded at Official Records Book 16151, Page 2349, of the official public records of Duval County, Florida (the "**RLR/Publix Partial Assignment**") (collectively, the "**Development Agreement**"), and as the Development Agreement was bifurcated between the Owner and Publix Supermarkets, Inc. pursuant to that certain bifurcation request letter to the City of Jacksonville's Concurrency and Mobility Management System Office (the "**CMMSO**") dated December 14, 2011, and approved by the CMMSO on January 3, 2012, and the notice of the RLR/Publix Partial Assignment pursuant to that certain letter to the CMMSO dated November 26, 2012 (collectively, the "**Bifurcation**"), a copy of which Development Agreement and Bifurcation are attached hereto as part of **Appendix 1**. Pursuant to the Bifurcation and the RLR/Publix Partial Assignment, the Owner reserved certain rights under the Development Agreement, including the reserved remaining available capacity reservations described in Paragraph 7 below, as to the Owner's Retained Property described in Exhibit B of the RLR/Publix Partial Assignment (the "**Owner Retained Property**")

2. This Request for Amendment is submitted in accordance with the requirement of Section 655.205(g), Ordinance Code.

3. Any terms not specifically defined herein shall have the meanings as set forth in the Development Agreement.

4. No specific conditions are imposed as referenced in subsection 655.206(h)(1)i, except as specifically set forth in the proposed Amendment to Development Agreement attached hereto as **Appendix 2**.

5. Existing permits or approvals which authorize development do not exceed that allowed for proposed development after amendment.

6. The development of the Owner Retained Property portion of the Proposed Development is consistent with the site plan approved in the Development Agreement attached thereto as Exhibit B (the "**Site Plan**"), a copy of which is set forth on **Exhibit "A"** attached hereto.

7. The Owner has completed approximately 133,788 enclosed square feet of the 1,080,000 enclosed square feet of development rights approved for the approved Proposed Development. The Owner has approximately 342,528.75 square feet of remaining unused available capacity reservations development rights within the Owner Retained Property portion of the Proposed Development benefited by the Development Agreement.

8. The Owner is requesting an Amendment of the Development Agreement in order to extend the duration of the Development Agreement, set forth in Paragraph 2 of the Development Agreement, for an additional five (5) years from the current expiration date of September 7, 2015, until September 7, 2020, in order to continue its ongoing good faith efforts to develop the remaining unused development rights within the Proposed Development as described in the Development Agreement.

9. A list of all Permits, applied and previously obtained to date by the Owner for the Proposed Development has been provided to the City of Jacksonville Public Works Department or can otherwise be provided by the Owner upon the request of the CMMSO.

10. A Certification of Concurrence with amendment from all parties to the Development Agreement as bifurcated with respect to the Owner Retained Property is attached hereto as **Exhibit "B."**

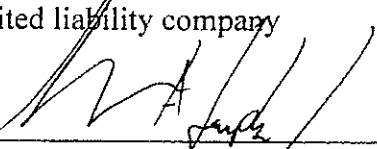
11. An explanation of the reasons for seeking amendment of the Development Agreement is attached hereto as **Exhibit "C."**

12. There are no material adverse impacts of the Proposed Development subject to the Development Agreement and/or its amendments on existing resources or existing planned facilities and there is no mitigation required for these impacts.

13. There are no conditions in the Development Agreement or amendments thereto, which are included to protect or mitigate the Proposed Development's impacts to resources or facilities.

"OWNER"

R.L.R. INVESTMENTS, LLC, an Ohio
limited liability company

By: 
Robert A. Leapley, Jr., Esq., Akerman LLP, as
agent for Owner/Applicant

Date: September 3, 2015



CITY OF JACKSONVILLE
URBEMIS MOBILITY FEE CALCULATION

PROJECT NAME:	PATILLO - RLR INVESTMENTS
CMMSO #:	ORD 2015 -747
DATE:	November 12, 2015
PLANNING DISTRICT:	5
COUNCIL DISTRICT:	10
MOBILITY ZONE:	5
DEVELOPMENT AREA:	URBAN

MOBILITY FEE CALCULATION: A x B x (C – Trip Reduction Adjustments – Existing Use Trips):

A = COST PER VMT (COUNTYWIDE):	\$24.31
B = AVERAGE VMT PER DEVELOPMENT AREA:	9.46
C = DEVELOPMENT DAILY VEHICLE TRIPS (NET NEW TRIPS):	1,115
URBEMIS TRIPS REDUCTION (%):	8.51%
EXISTING USE TRIPS REDUCTION:	0
MOBILITY FEE:	<u>\$256,419</u>