

RESOLUTION NO. 2015- 237

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONSTRUCTION AGREEMENT BETWEEN THE COUNTY AND D.R. HORTON, INC. – JACKSONVILLE; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT RENEWAL ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, D.R. Horton, Inc. – Jacksonville (the Developer) is the developer of certain lands within the Northridge Lakes Planned Unit Development, created pursuant to St. Johns County Ordinances 2002-60 and 2013-7, now known as Woodlawn PUD/San Salito; and

WHEREAS, St. Johns County Ordinance 2013-7 requires the Developer to construct right and left turn lanes from Woodlawn Road at both entrances and to connect to the entrance road across from the Heritage Park entrance; and

WHEREAS, the County proposes to realign Woodlawn Road; and

WHEREAS, the proposed turn lane at the entrance of the San Salito development from Woodlawn Road to Jackson Park (the Turn Lane Improvement) will impact the County's proposed realignment of Woodlawn Road; and

WHEREAS, the County desires to construct the Turn Lane Improvement in exchange for payment from the Developer for the construction costs and the provision of additional drainage infrastructure by the Developer along the frontage of the entrance of the San Salito development from Woodlawn Road to Jackson Park; and

WHEREAS, the County has determined that funding the Road Project 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 attached Construction 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 18th day of August, 2015.

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

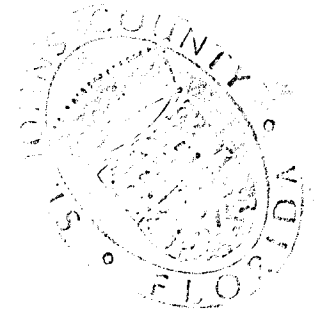
Attest:

Pam Halterma
Deputy Clerk

By:

[Signature]
Priscilla L. Bennett, Chair

RENDITION DATE 8/20/15



CONSTRUCTION AGREEMENT

This agreement is made between the St. Johns County, a political subdivision of the state of Florida (the County), and D.R. Horton, Inc. – Jacksonville, a Delaware corporation (the Developer).

RECITALS

WHEREAS, the Developer is the developer of certain lands within the Northridge Lakes Planned Unit Development, created pursuant to St. Johns County Ordinances 2002-60 and 2013-7, now known as Woodlawn PUD/San Salito; and

WHEREAS, St. Johns County Ordinance 2013-7, a copy of which is attached as Exhibit A and incorporated into this agreement, requires the Developer to construct right and left turn lanes from Woodlawn Road at both entrances and to connect to the entrance road across from the Heritage Park entrance; and

WHEREAS, the County proposes to realign Woodlawn Road; and

WHEREAS, the proposed turn lane at the entrance of the San Salito development from Woodlawn Road to Jackson Park (the Turn Lane Improvement) will impact the County's proposed realignment of Woodlawn Road; and

WHEREAS, the County desires to construct the Turn Lane Improvement in exchange for payment from the Developer for the construction costs and the provision of additional drainage infrastructure by the Developer along the frontage of the entrance of the San Salito development from Woodlawn Road to Jackson Park.

NOW, THEREFORE, in consideration of the terms provided below, the sufficiency of which is mutually acknowledged, the County and Developer agree:

1. Recitals

The above recitals are incorporated into this agreement as findings of fact.

2. Developer Obligations

A. Within 30 days of the date of this agreement, the Developer shall pay the County one hundred fifty thousand five hundred fifty-four dollars (\$150,554.00) for the construction of the Turn Lane Improvement. A schedule of estimated costs is attached as Exhibit B and incorporated into this agreement.

B. The Developer shall provide a second pipe run and mitered end sections to the drainage infrastructure along the frontage of the entrance to the San Salito development on Woodlawn Road.

C. If the Developer's construction timeframe precedes the County's construction of the Turn Lane Improvement, the Developer may construct a temporary connection to Woodlawn Road at its own expense.

3. County Obligations

Following receipt of the payment from the Developer, the County shall construct the Turn Lane Improvement in accordance with the County's Land Development Regulations and shall align the entrance road across from the Heritage Park entrance.

4. Alterations, Modifications, and Removal

Any future alteration, modification, or removal to the Turn Lane Improvement by the Developer shall require prior written approval by the County and shall be subject to all applicable federal, state, and local laws and regulations.

5. Eminent Domain and Damages

The County's exercise of any right provided in this agreement shall not create any right, title, interest, or estate entitling Developer to full and just compensation from the County either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. Developer waives and relinquishes all claims for compensation or damages resulting in any manner from the County's exercise of any right provided in this agreement.

6. Indemnification

Developer shall indemnify, defend, and hold the County harmless, its officers, employees, and agents, against all claims and reasonable costs associated with this agreement. This duty specifically does not encompass indemnifying the County for its negligence, intentional or wrongful acts, omissions, or breach of this Agreement.

7. Notice

All notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

County Administrator
500 San Sebastian View
St. Augustine, FL 32084

All notices to Developer shall be delivered either by hand (receipt of delivery required), or by certified mail to:

D.R. Horton, Inc. – Jacksonville
Attn: Anthony Sharp
9456 Philips Highway, Suite 1
Jacksonville, FL 32256

8. Governing Law and Venue

This Agreement shall be governed in accordance with the laws of the state of Florida. Venue for any action related to this Agreement shall lie exclusively in St. Johns County, Florida.

9. Assignment

Developer shall not assign, pledge or transfer any if the rights, duties and obligations provided in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld.

10. Third Party Beneficiaries

This agreement does not confer or infer third party beneficiary status or interest to any other person or entity.

11. Relationship of the Parties

This agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and the Developer.

12. Non-Waiver

The failure of either party to insist upon the strict performance or compliance with any provision of this agreement shall not constitute a waiver or relinquishment of such provision, and all such provisions shall remain in effect unless waived or relinquished in writing.

13. Severability

If any part of this agreement, or the application thereof, is declared void, unconstitutional, invalid, or otherwise unenforceable for any reason, such part shall be severable, and the remaining portions of the agreement shall remain in effect.

14. Entire Agreement

This agreement, together with all exhibits and documents incorporated herein, contains the entire agreement of the parties. No representations or promises have been made except those that are specifically provided herein. Any prior or contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, or warranties with respect to the subject matter of this agreement are waived and superseded.

15. Authority to Execute

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the party's authorized representative.

Entered into this ____ day of _____, 2015.

ST. JOHNS COUNTY, FLORIDA

By: _____

Print Name/Title: Michael D. Wanchick, County Administrator

D.R. HORTON, INC. – JACKSONVILLE

By: _____

Print Name: _____

Its: _____