

RESOLUTION NO. 2017 - 23

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN CONSTRUCTION AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND MOULTRIE OAKS MOBILE HOME PARK, L.L.C .

RECITALS

WHEREAS, the Developer, Moultrie Oaks Mobile Home Park, L.L.C., is the developer of certain lands within the Moultrie Oaks Mobile Home Park; and

WHEREAS, the Moultrie Oaks Mobile Home Park is an Mobile Home Park deed restricted to senior adult housing of fifty-five (55) years of age and older; and

WHEREAS, the County desires to increase the stock of affordable senior housing while ensuring the public health, safety, and welfare of its residents; and

WHEREAS, St. Johns County Ordinance 2016-40 a copy of which is attached as Exhibit A and incorporated into this agreement, requires the Developer to prior to Fiscal Year 2018 (October 1, 2017) to pay to the County \$40,000.00 as construction costs for site access improvements (left turn lane or other site access improvement) for the Moultrie Oaks Mobile Home Park; and

WHEREAS, the proposed payment will serve as part of site access improvements for the Moultrie Oaks Mobile Home Park located on Wildwood drive; and

WHEREAS, the County desires to construct site access improvements, specifically a westbound left turn lane into the Moultrie Oaks Mobile Home Park with the above payment from the Developer concurrent with a capital improvement project scheduled within the vicinity; and

WHEREAS, the County has identified improvements to the U.S.1 and Wildwood Drive intersection which is anticipated to commence Fiscal Year 2018; and

WHEREAS, the County has conducted a 2013 Wildwood Drive corridor study, which identified the need for a left turn lane into the Moultrie Oaks Mobile Home Park; and

WHEREAS, the County has conducted a turn lane analysis demonstrating that the existing and proposed development warrant a left turn lane at the site entrance, but does not warrant a right turn lane at the site entrance; and

WHEREAS, efficiencies in mobilization, cost, and adverse construction impact to the surrounding residents, including residents in the Mobile Home Park, may be gained by including site access construction within the scope of larger improvements within the vicinity;

WHEREAS, the Developer will provide the County with the above payment for said site access improvement to the Moultrie Oaks Mobile Home Park according to the schedule and terms specified in this agreement, consistent with the condition in St. Johns County Ordinance 2016-40; and

WHEREAS, upon receipt of payment, the County will, concurrent with an approved and appropriated project in the vicinity, construct a left turn lane or other site access improvement to the Moultrie Oaks Mobile Home Park as a site access improvement.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the attached Construction Agreement between the County and Moultrie Oaks Mobile Home Park, L.L.C.

Section 3. The County Administrator, or designee, is hereby authorized to execute a Construction Agreement in substantially the same form and format as attached hereto on behalf of the County.

Section 4. 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.

Section 5. This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of January, 2017.

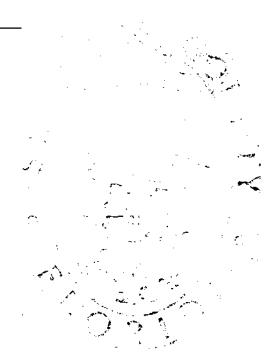
Attest: Hunter S. Conrad, Clerk

By: Pam Hatterman
Deputy Clerk

ST. JOHNS COUNTY BOARD
OF COUNTY COMMISSIONERS

By: [Signature]
James K. Johns, Chair

RENDITION DATE 1/20/17



CONSTRUCTION AGREEMENT

This Agreement is made between the St. Johns County, a political subdivision of the state of Florida (the County), and Moultrie Oaks Mobile Home Park, L.L.C., a Florida Limited Liability Company (the Developer) this _____ day of _____, 2016.

RECITALS

WHEREAS, the Developer, Moultrie Oaks Mobile Home Park, L.L.C., is the developer of certain lands within the Moultrie Oaks Mobile Home Park; and

WHEREAS, the Moultrie Oaks Mobile Home Park is an Mobile Home Park deed restricted to senior adult housing of fifty-five (55) years of age and older; and

WHEREAS, the County desires to increase the stock of affordable senior housing while ensuring the public health, safety, and welfare of its residents; and

WHEREAS, St. Johns County Ordinance 2016-40 a copy of which is attached as Exhibit A and incorporated into this agreement, requires the Developer to prior to Fiscal Year 2018 (October 1, 2017) to pay to the County \$40,000.00 as construction costs for site access improvements (left turn lane or other site access improvement) for the Moultrie Oaks Mobile Home Park; and

WHEREAS, the proposed payment will serve as part of site access improvements for the Moultrie Oaks Mobile Home Park located on Wildwood drive; and

WHEREAS, the County desires to construct site access improvements, specifically a westbound left turn lane into the Moultrie Oaks Mobile Home Park with the above payment from the Developer concurrent with a capital improvement project scheduled within the vicinity; and

WHEREAS, the County has identified improvements to the U.S.1 and Wildwood Drive intersection which is anticipated to commence Fiscal Year 2018; and

WHEREAS, the County has conducted a 2013 Wildwood Drive corridor study, which identified the need for a left turn lane into the Moultrie Oaks Mobile Home Park; and

WHEREAS, the County has conducted a turn lane analysis demonstrating that the existing and proposed development warrant a left turn lane at the site entrance, but does not warrant a right turn lane at the site entrance; and

WHEREAS, efficiencies in mobilization, cost, and adverse construction impact to the surrounding residents, including residents in the Mobile Home Park, may be gained by including site access construction within the scope of larger improvements within the vicinity;

WHEREAS, the Developer will provide the County with the above payment for said site access improvement to the Moultrie Oaks Mobile Home Park according to the schedule and terms specified in this agreement, consistent with the condition in St. Johns County Ordinance 2016-40; and

WHEREAS, upon receipt of payment, the County will, concurrent with an approved and appropriated project in the vicinity, construct a left turn lane or other site access improvement to the Moultrie Oaks Mobile Home Park as a site access improvement.

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. The Developer shall pay the County Forty thousand dollars (\$40,000.00) prior to approval of Construction Plans by St. Johns County for the Moultrie Oaks Mobile Home Park, Phase VI, which is subject to the terms of St. Johns County Ordinance 2016-40, or prior to October 1, 2017 (Fiscal Year 2018), whichever occurs first.

B. The above payment shall satisfy site access improvement auxiliary turn lane requirements required by Land Development Code 6.04.05.H (Ordinance 99-51) for the project approved by Ordinance 2016-40.

3. County Obligations

A. Following receipt of the payment from the Developer, the County shall hold such payment in a separate account, which shall be used solely for the construction of a left turn lane or other site access improvement into the Moultrie Oaks Mobile Home Park, in accordance with the County's Land Development Code and Florida Department of Transportation regulations. Payment may be used and combined with other funds, capital improvements, or site access improvements in the vicinity to the development which have within the scope of work site access improvements to the Moultrie Oaks Mobile Home Park.

- B. Receipt of the entirety of the payment from the Developer shall satisfy the site access auxiliary turn lane requirements of Land Development Code 6.04.05.H for the project approved by Ordinance 2016-40.

4. Alterations, Modifications, and Removal

Any future alteration, modification, or removal of the Median Opening Improvements by the Developer shall require prior written approval by the County and the Florida Department of Transportation 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. Payment

This agreement shall accept payment from the Developer for said improvements.

7. 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.

8. 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

Copy: County Attorney
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:

Moultrie Oaks Mobile Home Park, L.L.C.
Attn: John D. Staschiak
245 Wildwood Drive
Jacksonville, FL. 32086

Copy: Sidney F. Ansbacher
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32084

9. 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.

10. 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.

11. Third Party Beneficiaries

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 _____, 2016.

ST. JOHNS COUNTY, FLORIDA

By: _____

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

Moultrie Oaks Mobile Home Park, L.L.C.

By: _____

Print Name: _____

Its: _____

EXHIBIT A

ORDINANCE NUMBER: 2016 - 40

Public Records of St. Johns County, FL
Clerk number: 2016057210
BK: 4249 PG: 884
9/1/2016 9:07 AM
Recording \$27.00

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM THE PRESENT ZONING CLASSIFICATION OF OPEN RURAL (OR) TO RESIDENTIAL MANUFACTURED /MOBILE HOME WITH CONDITIONS (RMH W/ CONDITIONS); MAKING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

WHEREAS, the development of the lands within this rezoning shall proceed in accordance with the application, dated November 7, 2014, in addition to supporting documents and statements from the applicant which are a part of Zoning File REZ 2014-11 Moultrie Oaks Retirement Community –Phase VI, as approved by the Board of County Commissioners, and incorporated by reference into and made part hereof this Ordinance. In the case of conflict between the application, the supporting documents, and the below described special provisions of this Ordinance, the below described provisions shall prevail; and

WHEREAS, Developer and the County have agreed to conditions of this rezoning that reflect the balance of providing senior adult and affordable housing opportunities and the public health safety and welfare of the County.

SECTION 1. Upon consideration of the application, supporting documents, statements from the applicant, correspondence received by the Growth Management Department, recommendation of the Planning and Zoning Agency, and comments from the staff and the general public at the public hearing, the Board of County Commissioners, finds as follows:

1. The request for rezoning has been fully considered after public hearing with legal notice duly published as required by law.
2. The rezoning to **Residential, Manufactured/Mobile Home with conditions (RMH w/ conditions)** is consistent with the Comprehensive Plan, in that:
 - (a) The rezoning is compatible and complementary to adjacent land uses. (Objective A.1.3.11)
 - (b) The rezoning encourages an efficient and compact land use pattern and supports balanced growth and economic development. (Objective A.1.11)
 - (c) The proposed project is consistent with the goals, policies and objectives of the 2025 St. Johns County Comprehensive Plan.
3. The rezoning to **Residential, Manufactured/Mobile Home with conditions (RMH w/ conditions)** is consistent with the St. Johns County Land Development Code.
4. The zoning district designation of **Residential, Manufactured/Mobile Home with conditions (RMH w/ conditions)** is consistent with the land uses allowed in the land use designation of Mixed Use District as depicted on the 2025 Future Land Use Map and established with Policy A.1.11.5.

SECTION 2. Pursuant to this application File Number REZ 2014-11 the zoning classification of the lands described within the attached legal description, Exhibit "A",

is hereby changed to Residential, Manufactured/Mobile Home (RMH) with the following conditions:

1. The rezoning will allow the development of twenty (20) lots in Phase VI for expansion of the existing mobile home community.
2. The rezoning will limit development of the mobile home community to a total number of two hundred forty (240) lots for Phases I – VI).
3. The rezoning will require a twenty (20) foot buffer with a "B" screening standard, which will provide a six (6) foot fence for 100% opacity, for the western property line adjacent to single-family residential.
4. Prior to Fiscal Year 2018 (October 1, 2017), Developer shall pay to the County \$40,000.00, for site access improvements (left turn lane or other site access improvement) for the Moultrie Oaks Retirement Community.
5. The pre-peak/post-peak stormwater requirements be met for Phase VI, consistent with Article VI of the Land Development Code.

SECTION 3. To the extent that they do not conflict with the unique, specific and detailed provisions of this Ordinance, all provisions of the Land Development Code as such may be amended from time to time shall be applicable to development of property referenced herein except to the degree that development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any concurrency provision or impact fee ordinance, building code, Comprehensive Plan or any other non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein. Notwithstanding any provision of this ordinance, no portion of any use restriction, title conditions, restriction or covenant shall be deemed waived or varied by any provision herein.

SECTION 4. This Ordinance shall take effect upon receipt by the Secretary of State.

SECTION 5. This Ordinance shall be recorded in a book kept and maintained by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in accordance with Section 125.68, Florida Statutes.

SECTION 6. Upon the effective date of this Ordinance, the zoning classification shall be recorded on the Zoning Atlas.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 16th **DAY OF** August **2016.**

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



JEB S. SMITH, Chair

ATTEST: HUNTER S. CONRAD, CLERK

BY: 

Deputy Clerk

RENDITION DATE August 25, 2016

EFFECTIVE DATE: August 25, 2016



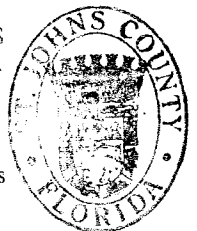
MOULTRIE OAKS RETIREMENT COMMUNITY – PHASE VI
LEGAL DESCRIPTION

A parcel of land in Section 48, Township 8 South, Range 30 East, St. Johns County, Florida, more fully described as follows:

Commencing at the Southwest corner of that land described in deed recorded in Deed Book 33, Page 157, public records of said County, thence South 48°56' West, in the South line of said Section 48, a distance of 235.02 feet to the point of beginning, thence continuing South 48°56' west, on said South line of Section 48, a distance of 953.31 feet, thence North 0°32' West, on the range line between Range 29 East and Range 30 East, 558.69 feet, thence continuing on said range line, North 02°10' West, 217.24 feet, thence north 89°25' East 741.47 feet, thence South 0°35' East, 169.98 feet to the point of beginning.

I HEREBY CERTIFY THAT THIS DOCUMENT
IS A TRUE AND CORRECT COPY AS APPEARS
ON RECORD IN ST. JOHNS COUNTY, FLORIDA
WITNESS MY HAND AND OFFICIAL SEAL
THIS 31st DAY OF August, 2016
ST. JOHNS COUNTY CLERK OF COURT
Ex-Officio Clerk of the Board of County Commissioners

BY: Juanne King D.C.



THE ST. AUGUSTINE RECORD

UPCHURCH-BAILEY-UPCHURCH
ATTN DONNA EDGAR
PO Box 3007
SAINT AUGUSTINE FL 32085

Ref.#: 16814728D
P.O.#:

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

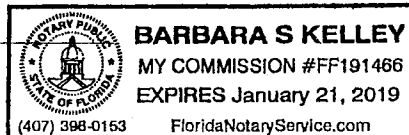
STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **LEAH NELSON**
who on oath says that he/she is an Employee of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida
that the attached copy of advertisement being a **NOTICE OF REZONING**
In the matter of **NOTICE OF A PROPOSED REZONING - NTC OF PROPOSED REZONING**
was published in said newspaper on **06/30/2016**

Affiant further says that the St. Augustine Record is a newspaper published
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper
heretofore has been continuously published in said St. Johns County, Florida,
each day and has been entered as second class mail matter at the post office in the
City of St. Augustine, in said St. Johns County, for a period of one year preceding
the first publication of the copy of advertisement; and affiant further says that
he/she has neither paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing the advertisement for
publication in the said newspaper.

Sworn to and subscribed before me this 14th day of July
by Leah Nelson who is personally known to me
or who has produced as identification

Barbara S. Kelley
(Signature of Notary Public) (Seal)

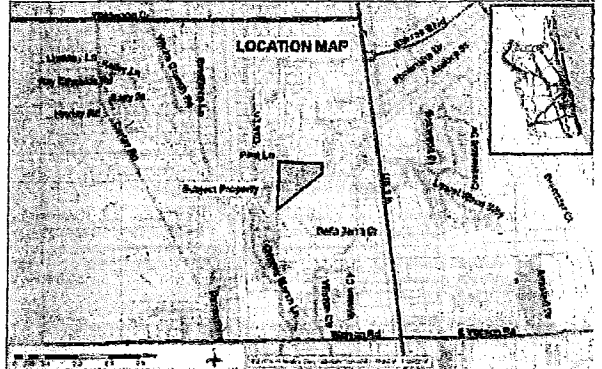


NOTICE OF A PROPOSED REZONING

NOTICE IS HEREBY GIVEN that a public hearing will be held on 7/19/2016 at 9:00 a.m. by BCC in the County Auditorium, located in the County Administration Building at 500 San Sebastian View, St. Augustine, Florida 32084 to consider a Request to Rezone from OR (Open Rural) to RMH (Residential, Manufactured/Mobile Home)

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM THE PRESENT ZONING CLASSIFICATION OF OPEN RURAL (OR) TO RESIDENTIAL, MANUFACTURED/MOBILE HOME (RMH); MAKING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

The subject property is 245 Wildwood Drive St. Augustine, FL 32086. See attached map (Exhibit A). This file and the proposed ordinance are maintained in the Planning and Zoning Section of the Growth Management Department located at the St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, Florida 32084 and may be inspected by interested parties prior to said public hearing. Items not heard by 6 pm shall automatically be continued until 9 am the following day, unless otherwise directed by the Board.



Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made with respect to any matter considered at such meeting or hearings, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

This matter is subject to court imposed quasi-judicial rules of procedure. Interested parties should limit contact with the Board of County Commissioners or the Planning and Zoning Agency members on this topic, except in compliance with Resolution 95-126, to properly noticed public hearings or to written communication, care of SJC Planning and Zoning Section, 4040 Lewis Speedway, St. Augustine, Florida, 32084.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the County's ADA Coordinator at (904) 209-0650 or at the County Administration Building, 500 Sebastian View, St. Augustine, Florida, 32084. Hearing impaired persons, call Florida Relay Service (1 800 955 8770), no later than 5 days prior to the meeting.

PLANNING AND ZONING AGENCY
ST. JOHNS COUNTY, FLORIDA
JEFF MARTIN, CHAIR
FILE NUMBER: REZ-2014000011
PROJECT NAME: Maultrie Oaks Retirement Community - Phase VI

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA
JEB S. SMITH, CHAIR
16814728A June 30, 2016



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

August 25, 2016

Honorable Hunter S. Conrad
Clerk of Court
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

FILED August 25, 2016
ST. JOHNS COUNTY
CLERK OF COURT
BY: *Yvonne King*
DEPUTY CLERK

Attention: Ms. Yvonne King

Dear Mr. Conrad:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns Ordinance No. 2016-40, which was filed in this office on August 25, 2016.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/ib