

Please Contact Chanda

Department of Economic and Development Services Division of Planning and Zoning

Rezoning Application



Owner Information

Name Donald Jud If the property is under more than one ownership please use multiple property ownership sheets.

Address 2061 Monmouth Cir

City Orange Park State Alabama Florida Zip Code 32073

Phone Number 904-994-6033 Email DJCAR1467@Comcast.net

Parcel & Rezoning Information

Parcel Identification Number 23042502066400000, 230425020664-004-00

Address 381 Cleveland Ave

Number of Acres Being Rezoned 1.93 Current Zoning AR Current Land Use UC

Proposed Zoning RO I am Seeking A Permitted Use Conditional Use

Property Will Be Used As multi family affordable housing

Required Attachments

Please Check The Following Included Attachments

- Deed
- Survey
- Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
- Agents Authorization Attachment A-1
- Owners Affidavit Attachment A-2
- Legal Description Attachment A-3

Application Certification

I, hereby, certify that I am the owner or the authorized agent of the owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I., III. and XII of the Clay County Code.

Donald Jud
 Owners Signature
Donald Jud
 Print Name

Date: 2/2/2017

757980

Clay County Rezoning Property Ownership Affidavit

Attachment A-2



Date: 2/2/2017

Clay County Board of County Commissioners

Division of Planning & Zoning
Attn: Zoning Chief
P.O. Box 1366
Green Cove Springs, Florida 32043

To Whom It May Concern:

Be advised that I am the lawful owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

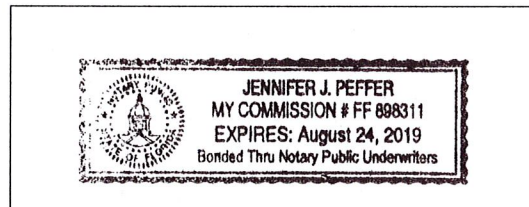
X Donald J. Jud
Owner's Signature

Print Name: Donald Jud

STATE OF FLORIDA
COUNTY OF Clay

The foregoing affidavit was sworn and subscribed before me this 2nd day of February
(month), 2017 (year) by Donald Jud, who is personally known to
me or has produced _____ as identification.

[Signature]
(Notary Signature)



Notary Seal

Clay County Rezoning Agent Authorization Affidavit

Attachment A-1



Date: 2/2/2017

Clay County Board of County Commissioners

Division of Planning & Zoning
Attn: Zoning Chief
P.O. Box 1366
Green Cove Springs, Florida 32043

Re: Agent Authorization

To Whom It May Concern:

Be advised that I am the lawful owner of the property described in the provided legal description attached hereto. As the owner, I hereby authorize and empower

Al Muzaurieta whose address is:
1895 Kingsley Ave #1005 Orange Park, FL 32073

Phone 904-631-2669 Email Chanda@apeeshomesolutions.com

to act as agent for rezoning the property located at: (address or parcel ID)

381 Cleveland Ave Orange Park, FL

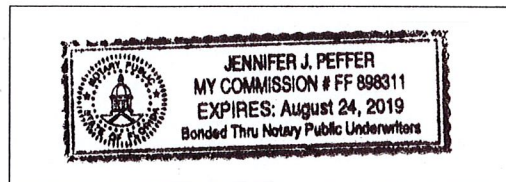
and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

Donald J. Lud
Owner's Signature

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing affidavit was sworn and subscribed before me this 2nd day of February
(month), 2017 (year) by Donald J. Lud, who is personally known to
me or has produced _____ as identification.

Jennifer J. Pepper
(Notary Signature)



Notary Seal

Clay County Rezoning Agent Authorization Affidavit

Attachment A-1



Date: 2/2/2017

Clay County Board of County Commissioners

Division of Planning & Zoning
Attn: Zoning Chief
P.O. Box 1366
Green Cove Springs, Florida 32043

Re: Agent Authorization

To Whom It May Concern:

Be advised that I am the lawful owner of the property described in the provided legal description attached hereto. As the owner, I hereby authorize and empower

Chanda Kuehn whose address is:
6817 South Point Parkway #2304 Jacksonville, FL 32216
Phone 904-874-8735 Email Chanda@apeeshomesolutions.com

to act as agent for rezoning the property located at: (address or parcel ID)

381 Cleveland Ave. Orange Park, FL

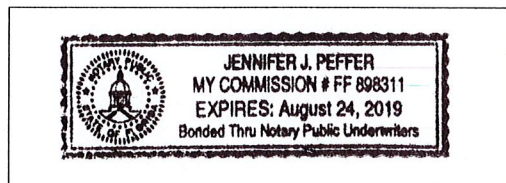
and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

Donald J. Jud
Owner's Signature

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing affidavit was sworn and subscribed before me this 2nd day of February (month), 2017 (year) by Donald Jud, who is personally known to me or has produced _____ as identification.

Jennifer J. Pepper
(Notary Signature)



Notary Seal

Official Use

Date Received 2-3-17 Application Number _____ OT Number _____

PC Date 3-7-17 BCC Date 3-28-17 2nd BCC Date if Applicable _____

Accepted By 

5 acres \$750.00 plus \$20.00 per sign. Greater than 5 acres, \$750.00, plus \$20.00 per acre over 5, plus \$20.00 per sign.

For PUD, PCD, PID the fee is \$2200.00 plus \$7.00 per acre plus \$20.00 for each required sign.

of Signs 2 Fee _____

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing . The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within 10 days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present.** If there are members of the public who wish to testify regarding your petition, they are normally allowed three minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose **you should 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.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

The rest of this space is intentionally left blank

Book: 2146
Page: 1832
Rec: 01/22/2003
08:39 AM
File# 200304038
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$15.00
DOC: \$0.70



PREPARED BY & RETURN TO:
BARRY J. FULLER, Esq.
FULLER & ASSOCIATES
2301 PARK AVENUE, SUITE 404
ORANGE PARK, FLORIDA 32073

Book: 2156
Page: 2078
Rec: 02/13/2003
09:49 AM
File# 200309505
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$19.50

NOTE TO PROPERTY APPRAISER AND REVENUE DEPARTMENT: This instrument is a deed to or by a Trustee not pursuant to a sale and is therefore not subject to Documentary Stamp Tax pursuant to the provisions of section 12B-4.01(2)(b) and 12B-4.013(32) of the Florida Administrative Code.

**WARRANTY DEED
TO TRUSTEE OF THE DONALD J. JUD REVOCABLE TRUST
DATED JANUARY 9, 2003**

THIS DEED is made this 9th day of January, 2003, by: **DONALD J. JUD**, the unmarried spouse of **BARBARA J. JUD**, deceased, whose post office address is 2061 Monmouth Circle, Orange Park, Florida 32073, hereinafter referred to as "**GRANTOR**", and **DONALD J. JUD AS TRUSTEE OF THE DONALD J. JUD REVOCABLE TRUST DATED JANUARY 9, 2003**, hereinafter referred to as "**TRUSTEE**", whose post office address is 2061 Monmouth Circle, Orange Park, Florida 32073.

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustees, and Trustees' successors and assigns forever, the following described real property located in Clay County, Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof.
Parcel Identification #: 23-04-25-020664-000-00
020662-004-00

PREPARED WITHOUT TITLE REPRESENTATION.
Subject to Covenants, Conditions, Easements, Restrictions and Liens of Record.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, to have and to hold the same in fee simple forever.

AND the Grantors hereby covenant with said Trustees that the Grantors are lawfully seized of the land in fee simple; that the Grantors have good right and lawful authority to sell and convey the land to Trustees; that the Trustees shall have quiet enjoyment of the land; that the Grantors fully warrant and will defend the title to the land against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, except covenants, restrictions and easements of record and taxes accruing subsequent to the year of conveyance and thereafter.

TO HAVE AND TO HOLD the same with the following powers and for the following uses and purposes:

THIS DEED IS BEING RE-RECORDED TO ADD EXHIBIT "A" AND CORRECT PARCEL ID NUMBER

Handwritten marks: 'b' in a circle, '4' in a circle, '12,000,070' vertically, and '4' in a circle.

1. **AUTHORITY OF TRUSTEES.** Full power and authority is granted to the Trustees to: (a) improve, manage, protect, and subdivide the premises or any part of the premises; (b) dedicate parks, streets, highways, or alleys and vacate any subdivision, and to resubdivide the property as often as desired; (c) contract to sell; (d) grant options to purchase; (e) sell on any terms; (f) convey either with or without consideration; (g) convey the premises or any part to a successor or successors in trust and to grant to the successor or successors in trust all of the title, estate, powers, and authorities vested in the Trustee; (h) donate, dedicate, mortgage, pledge, or otherwise encumber the property, or any part; (i) lease the property, or any part, from time to time, in possession or reversion, by leases to commence in the present or in the future, and on any terms and for any period or periods of time, and to renew or extend leases on any terms and for any period or periods of time, and to amend, change, or modify leases and the terms and provisions at any time; (j) contract to make leases and grant options to lease and renew leases, and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; (k) partition or exchange the property, or any part, for other real or personal property; (l) grant easements or charges of any kind; (m) release, convey, or assign any right, title, or interest in or about or easement appurtenant to the premises or any part; and (n) deal with the property and every part in all other ways and for other consideration as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above-specified, at any time.

2. **TERMS OF TRUST.** The Trustees shall hold the property and make distributions of the property or of the proceeds derived therefrom in accordance with the terms and conditions of the Trust Agreement described above and any amendments thereto.

3. **ACCEPTANCE BY TRUSTEES.** By its acceptance of this conveyance, the Trustees covenant and agree to do and perform the duties, acts and requirements in the Trust Agreement.

4. **RELIANCE BY THIRD PARTIES.** In no case shall any party dealing with the Trustees in relation to the property, or to whom the property or any part shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustees, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any conveyance, lease, or other instrument: (a) that at the time of the delivery, the trust created by this conveyance and by the trust agreement was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained in this conveyance and in the trust agreement or in any amendment and is binding on all beneficiaries; (c) that the Trustees were duly authorized and empowered to execute and deliver every deed, trust deed, lease, mortgage, or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that

the successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of his or her predecessor in trust.

5. **SUCCESSOR TRUSTEE.** Any successor Trustee shall have all of the rights, powers and discretion herein given to the original Trustees, without any act of conveyance or transfer. A certificate signed by any Trustee or any successor Trustee under this instrument and acknowledged before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate and the identity of the Trustee who from time to time is serving under it.

IN WITNESS WHEREOF, the Grantors have signed this Warranty Deed to Trustees of Living Trust on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Donald J. Jud
DONALD J. JUD

Mariannne Clark
Witness

**STATE OF FLORIDA
COUNTY OF CLAY**

This deed was acknowledged before me on January 9, 2003 by **DONALD J. JUD**, who is personally known to me and who did take an oath.

[Signature]
Notary Public
My Commission Expires:



BARRY J. FULLER
Notary Public, State of Florida
My comm. expires July 11, 2005
Comm. No. DD 017044

I:\EstDocsClients\JUD, DONALD\Deed381\Cleveland.wpd

EXHIBIT "A"

Parcel 1:

Lots 2 and 3, Block 12, RIDGEWOOD, SECTION 20, as recorded in Deed Book 133, pages 380 and 382, of the current public records of Clay County, Florida, or recorded as Lots 2 and 3, RIDGEWOOD, SECTION 20, as recorded in Deed Book 79, page 441, of the current public records of Clay County, Florida, less and except those lands conveyed in Official Records Volume 157 page 460, of the public records of Clay County, Florida.

Parcel 2:

23-04-25-020662-004-00

Lot 4, Block 12, SECTION 20, RIDGEWOOD, according to the plat recorded in Deed Book Q, page 663, of the public records of Clay County, Florida, less and except those lands conveyed in Official Records Volume 157, page 29, of the public records of Clay County, Florida.

OR BOOK 2156 PAGE 2081