

RESOLUTION NO. 2011- 336

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DECLARING CERTAIN COUNTY PROPERTY AS SURPLUS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO TAKE ALL ACTION NECESSARY TO CLOSE THE TRANSACTION PURSUANT THE PROVISIONS SET FORTH IN ORDINANCE NO. 2011-17.

RECITALS

WHEREAS, a builder defaulted on construction loans for two homes located at 2884 9th Street and 1603 N. Whitney Street in connection with the County's Fannie Mae housing construction loan program in 2009; the homes were foreclosed by the County; the County acquired title to the unfinished homes in December 2010; and in March 2011 the homes were advertised for sale as surplus property pursuant Florida Statute 125.35, however, no acceptable bids were submitted at that time; and

WHEREAS, pursuant to County Resolution No. 2011-196, the County designated the homes to be included in the County's Surplus Housing Program established thereunder and authorized an Interlocal Agreement to allow the Housing Finance Authority of St. Johns County (the "HFA") to assist the County with certain aspects of the Surplus Housing Program, including the rehabilitation and disposal of the two homes for workforce housing; and

WHEREAS, the HFA had begun preparing a proposal to complete the 9th Street home when an offer was submitted on 2884 N. 9th Street, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, the HFA assisted with negotiating the offer to the County and concluded that due to the estimated costs to complete the home the maximum benefit for the County would be for the County to accept the offer; and

WHEREAS, the HFA recommended during its October 27, 2011 meeting that the home be removed from the County's Surplus Housing Program established under County Resolution No. 2011-196 and sold by the County pursuant to the offer, with the request that the costs that have been incurred to date by the HFA relating to the home be reimbursed to the HFA; and

WHEREAS, Ordinance No. 2011-17 was adopted to allow the County to sell real property to a particular person based on a finding by the Board that the person is the only person capable of reasonably utilizing the real property to the use which the Board has determined to be appropriate use of the real property; and

WHEREAS, it is in the best of the County to release the property from the County's Surplus Housing Program and sell the property to avoid additional expenses that may be incurred during the process of completing the home.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:


1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

2. The Board hereby releases the 9th Street home from the County's Surplus Housing Program and authorizes the County Administrator, or designee, to accept the offer for the sale thereof and take all action necessary to close the transaction, including reimbursing the HFA for its expenses.


3. To the extent that there are scrivener's, 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 by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of December, 2011.

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

By: 
Mark P. Miners, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/8/11



"AS IS" PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2011, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Seller") and **OUR FAMILY AND FRIENDS, INC.**, a Florida corporation ("Buyer"), whose address is 5484 5th Street, St. Augustine Florida 32080.

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing property owned by the County and Buyer is desirous of buying upon the terms and conditions hereinafter expressed; and

WHEREAS, the single family residence located at 2884 North 9th Street is being sold to the Buyer "AS IS" with no warranties expressed or implied; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price

(a) The purchase price ("Purchase Price") is **\$82,000.00**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

TOTAL PURCHASE PRICE

\$ 82,000.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within 10 days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property,

other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement.

3. Identity and Obligation of Escrow Agent.

ACTION TITLE SERVICES OF ST. JOHNS COUNTY, 3670 US 1 South, Suite 110, St. Augustine, FL 32086, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title Services of St. Johns County, Inc., 3670 US 1 South, Suite 110, St. Augustine Florida 32086, on or before ninety days (90) from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2011 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a County deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Seller shall pay the cost of the owner's title policy issued pursuant to the Commitment and the documentary stamps due at the time of recording. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Seller's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller hereby waiving any rights it might otherwise have to sue for damages or

specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

17. Time. Time is of the essence of all provisions of this Agreement.

18. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

19. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall not be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **Our Family and Friends, Inc.**
 a Florida corporation
 5484 5th Street
 St. Augustine Florida 32080

Seller: **St. Johns County, Florida, a political subdivision**
 Of the State of Florida
 500 San Sebastian View
 St. Augustine, Florida 32084

Escrow Agent: Action Title Services of St. Johns County, Inc.
3670 US 1 South Suite 110
St. Augustine Florida 32086

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

22. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

23. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Seller.

24. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparties.

WITNESSES:

Signature

Print

Signature

Print

SELLERS:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____

Michael D. Wanchick
County Administrator

Date

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Michael D. Wanchick, County Administrator, who is personally known to me.

Notary Public

My commission expires _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

WITNESSES:

Wesley Smith
Signature

Wesley Smith
Print

Nanette Bradbury
Signature

Nanette Bradbury
Print

**BUYER:
OUR FAMILY AND FRIENDS, INC.**
a Florida corporation

By: [Signature]
Its: Pres Date 11/7/11

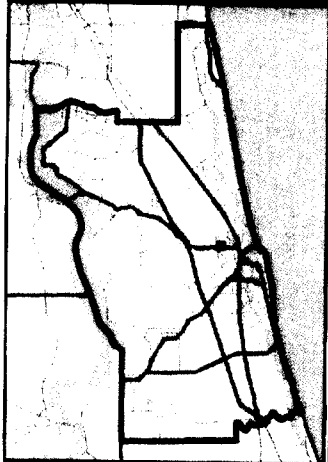
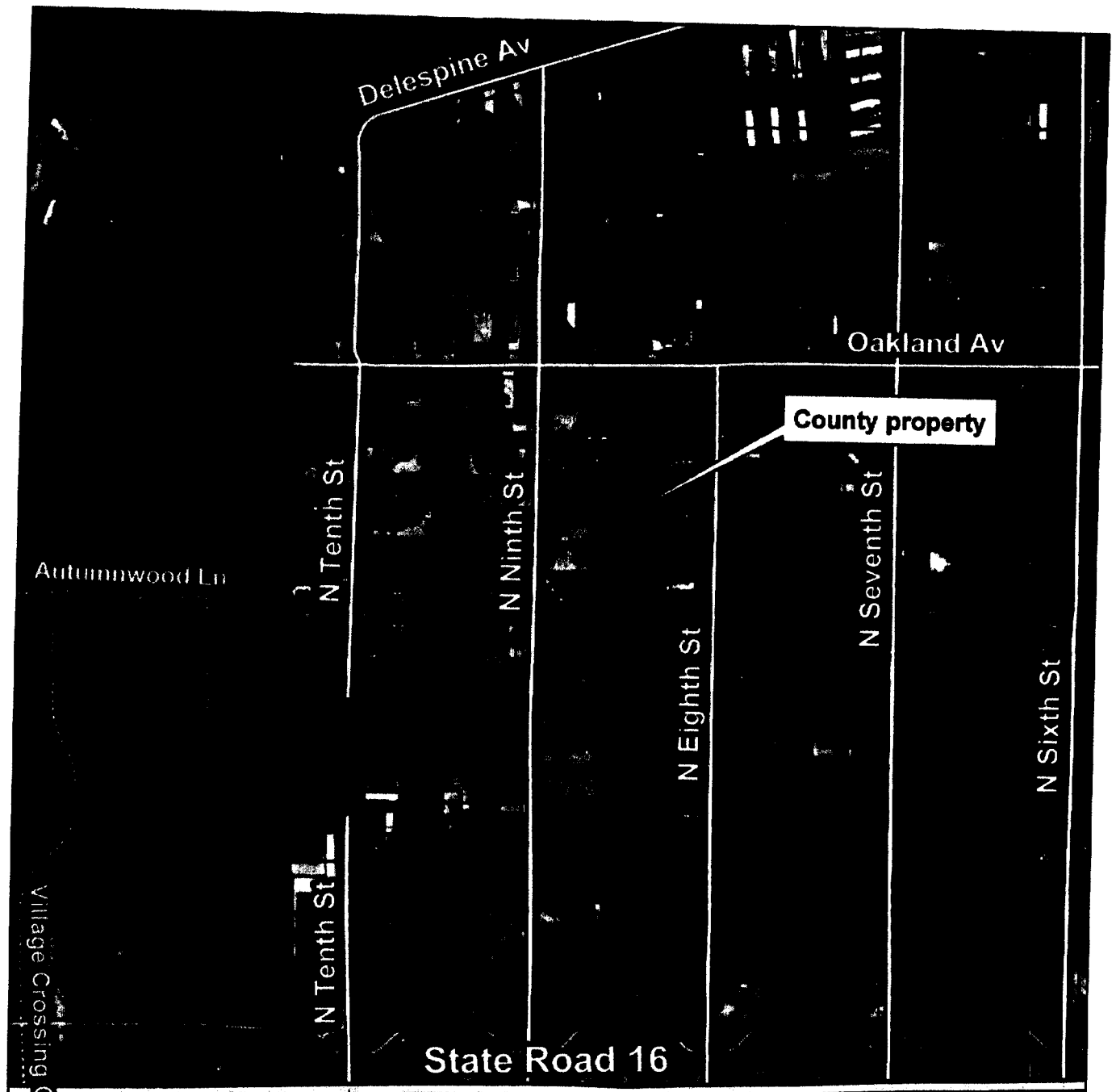
**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 7 day of November, 2011, by Sally Walters, of Our Family and Friends, Inc., its president, who is personally known to me.

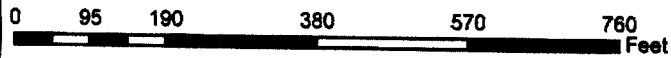
[Signature]
Notary Public

My commission expires _____





**9th Street
Surplus property**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
November 10, 2011
(904) 209-0788



DISCLAIMER
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.