

RESOLUTION NO. 2016- 338

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DECLARING CERTAIN COUNTY OWNED PROPERTY AS SURPLUS AND AUTHORIZING CONVEYANCE OF THE PROPERTY PURSUANT TO FLORIDA STATUTES 125.38 AND ORDINANCE 2011-17 TO THE WEST AUGUSTINE HISTORICAL COMMUNITY DEVELOPMENT CORPORATION, A 501(C)(3) CORPORATION.**

**RECITALS**

**WHEREAS**, on June 16, 2015 the Board of County Commissioners authorized creation of the West Augustine Overlay District (the "District") through adoption of Ordinance No. 2015-42 to further encourage economic development in the community; and

**WHEREAS**, the County owns certain unused property along West King Street and Volusia Street, situated within the geographic boundaries of the District ("Property") and more specifically described in the proposed purchase and sale agreement attached hereto and incorporated herein; and

**WHEREAS**, the West Augustine Historical Community Development Corporation, (WAHCDC), a not-for-profit corporation organized (in part) for the purpose of promoting community interest and welfare, made application to the County, in the form of the letter attached hereto as Exhibit "A," and incorporated herein, seeking conveyance of the Property (including release of phosphate, petroleum, minerals and metal rights) to WAHCDC; and

**WHEREAS**, WAHCDC maintains that conveyance of the Property is required to allow WAHCDC's development of affordable housing and economic development initiatives in the District; and

**WHEREAS**, section 125.38, F.S., and St. Johns County Ordinance No. 2011-17 provides that, if satisfied that certain property is required for promoting community interest or welfare, and is not needed for County purposes, the Board of County Commissioners (Board) may convey such property at private sale to an applicant for a price, whether nominal or otherwise, as the Board may fix; and

**WHEREAS**, in accordance with section 125.38, F. S. and St. Johns County Ordinance No. 2011-17, the County and WAHCDC seek to enter in a purchase and sale agreement for conveyance of fee simple ownership of the Property for a purchase price of \$30,000; and

**WHEREAS**, entering into the proposed purchase and sale agreement attached hereto, and incorporated herein, serves a proper purpose and the interests of the citizens of St. Johns County, Florida, by encouraging economic development within the District, enhancing the County's tax base, providing affordable housing, creating new jobs and expanding services in the community.

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

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

**Section 2.** The Board finds that the Property is not needed for County purposes, and is therefore deemed surplus. The Board further finds that the Property is required for WAHDCD's development of affordable housing and economic development initiatives as described herein.

**Section 3.** In accordance with and subject to applicable provisions of section 125.38, F.S. and St. Johns County Ordinance 2011-17, the Board hereby authorizes the County Administrator to execute a purchase and sale agreement in substantially the same form and format as attached hereto, providing for the sale of the Property (including release of phosphate, petroleum, minerals and metal rights) to WAHDCD at a purchase price of \$30,000. It is expressly noted that the purchase and sale agreement shall include a reverter clause in favor of the County that causes the Property to automatically and immediately revert to the County if the Property ceases to be used for the purpose of promoting community interest and welfare as described herein.

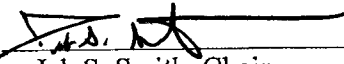
**Section 4.** Upon closing on the sale of the Property, the Board authorizes its Chair to execute a county deed conveying the property to WAHDCD.

**Section 5.** The Clerk is instructed to record the original county deed in the Public Records of St. Johns County, Florida.

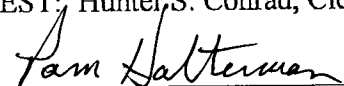
**Section 6.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1<sup>st</sup> day of November, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Jeb S. Smith, Chair

ATTEST: Hunter, S. Conrad, Clerk

By:   
Deputy Clerk

RENDITION DATE 11/3/16



EXHIBIT "A" TO RESOLUTION



WEST AUGUSTINE HISTORICAL  
COMMUNITY DEVELOPMENT CORP.  
WWW.WAHCDC.ORG

666 W. PEARL ST., ST. AUGUSTINE, FL 32084 T: 904.877.4150 F: 904.289.2372  
a neighborhood nonprofit with heart managing partner, Kids Safe Zone

Board Members: Greg White - Dwala Willis - Tom Crawford - Robert Nimmons - Willie Cooper - Jennifer Picci

June 16, 2015

The Honorable Jeb Smith  
Vice Chairman/District 2 Commissioner  
St. Johns County Commission  
500 Sebastian View  
St. Augustine, FL 32084

Dear Commissioner Smith:

On behalf of the West Augustine Historical Community Development Corporation (WAHCDC), a 501(c)3 corporation in the State of Florida, I respectfully request your assistance in obtaining a vital parcel of vacant land located in the West Augustine Community Redevelopment Area and currently owned by St. Johns County. Specifically, it is the parcel identified in the attached Exhibits.

We are fortunate to have your leadership as our district commissioner, the leadership of Chairwoman Bennett and other members of the commission as the momentum increases to bring about economic-based change in the West Augustine Community Redevelopment Area (WACRA). The WAHCDC is poised to play an important role in the development process. As we have partnered with the County, City of St. Augustine and the WACRA, our focus centers on the improvement of the area. The WAHCDC was organized to promote, among other things, economic development in West Augustine, which has historically suffered from social and economic issues that have hampered financial investment and development.

The WAHCDC has been presented with an opportunity to bring commercial development to the West Augustine area. In order to expedite and facilitate development, we are requesting the County convey vacant land to the WAHCDC for this purpose to be governed by stipulations and restrictions placed in a County deed subject to the County's reversionary interest. Secondly, we are requesting the County and or West Augustine Community Redevelopment Area (WACRA) to mitigate wetland impacts for environmental conservation. We are also requesting the Director of Economic Development identify and encourage economic development incentives for the WACRA.

We ask your consideration of this request, and look forward to discussing it further with you.

Sincerely,

Greg White, West Augustine CRA Steering Committee Chairman

## EXHIBITS

State Statue 125.045 authorizes St. Johns County the ability to provide economic development incentives and to convey real property and constitutes a public purpose.

State Statue 125 also provides the St. Johns County Community Redevelopment Agency (CRA) the ability to convey or donate real property to a non-profit organization for the purpose of affordable housing and/or economic development.

Resolution 2000-146 authorizes the County to encourage and provide incentives for appropriate economic development and business activity within the West Augustine CRA. The County Administrator is encouraged to exercise his authority in order to effectuate the goals of the West Augustine CRA.

Therefore, the West Augustine CRA Steering Committee requests the County and the CRA to consider the following items to encourage economic development and business activity in the defined area.

Transfer, sell, lease, donate, or otherwise convey the listed parcels to the West Augustine Historical CDC non-profit for the purpose of commercial and retail development of a national franchise initiative. The County and/or CRA shall mitigate wetland impacts with eligible wetland parcels in the drainage basin, owned by the County and/or CRA, for environmental conservation.

116790-0000, 165 N. Volusia St.

116750-0000, 145 N. Volusia St.

116760-0000, 141 N. Volusia St.

116720-0000, 902 W. King St.

Transfer, sell, lease, donate, or otherwise convey the listed parcels to the West Augustine Historical CDC non-profit for the purpose of commercial and retail development of a national franchise initiative.

116040-0000, 284 N. Volusia St.

115980-0000, 880 Chapin St.

116010-0000, 274 N. Volusia St.

115980-0030, 250 N. Volusia St.

Transfer, sell, lease, donate, or otherwise convey the listed parcels to the West Augustine Historical CDC non-profit for the purpose of commercial development.

115890-0000, 160 N. Volusia St.

115920-0001

Transfer, sell, lease, donate, or otherwise convey the listed parcels to the West Augustine Historical CDC non-profit for the purpose of public and commercial parking and/or storm water retention.

115940-0010, N. Volusia St.

116090-0000, Lot 11, 884 Pearl St.

116110-0000, Lot 14, 880 Broach St.

Engage the Director of Economic Development to identify and encourage economic development incentives for the specific properties and projects identified in the West Augustine Overlay District.

## COUNTY PROPERTY PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT FOR THE PURCHASE AND SALE OF COUNTY PROPERTY** ("Agreement") is made and is effective as of \_\_\_\_\_, 2016, 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 **WEST AUGUSTINE HISTORICAL COMMUNITY DEVELOPMENT CORPORATION**, a not-for-profit corporation authorized to conduct business in the State of Florida ("Buyer"), whose address is 905 W. Pearl Street, St. Augustine, Florida 32084.

### WITNESSETH:

**WHEREAS**, the Buyer is a Florida based, not-for-profit corporation organized, in part, for the purposes of promoting community interest and welfare, developing affordable housing and promoting economic development within St. Johns County, Florida; and desirous of receiving the surplus property owned by the County and Buyer is desirous of having ownership of the surplus property upon the terms and conditions hereinafter expressed; and

**WHEREAS**, the Seller acquired certain property for completion of the Volusia Street Improvement Project ("Project"), and upon completion of the Project, a portion of the property remains unused; and

**WHEREAS**, in accordance with section 125.38, F.S., the Buyer and the Seller seek to enter into this Agreement for conveyance of fee simple ownership of such property ("Property"), as more specifically described in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, entering into this Agreement serves a public purpose and in the interests of the citizens of St. Johns County, Florida.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Incorporation of Recitals. The above recitals are incorporated into the body of this Agreement, and such recitals are adopted as findings of fact.

2. Agreement to Sell. In accordance with the terms and conditions contained in this Agreement, Seller hereby agrees to sell and Buyer hereby agrees to buy the Property at the purchase price contained herein.

3. Purchase Price. Buyer hereby offers and Seller hereby accepts a purchase price for the Property in the amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$ 30,000) in the form of cash or a certified or cashier's check from a financial institution as defined in section 655.005, F.S., made payable to the Seller at the time of closing.

4. Closing, Expenses and Possession. This Agreement shall be closed following approval by the Seller, and the deed delivered after execution by the Seller. Seller will deliver possession of the Property to Buyer at closing.

a. Time and Place. The closing shall be on or before \_\_\_\_\_ days after Seller's

execution of this Agreement. The date, time and place of closing shall be set by Seller.

b. Conveyance. At closing, Seller will deliver to Buyer a general county deed ("Deed") conveying fee simple title to the Property, subject only to any permitted encumbrances, including but not limited to:

- i. zoning restrictions, comprehensive land use plans, prohibitions, regulations, ordinances and other requirements of any governmental authority;
- ii. any outstanding tax liens, special liens or assessments for the calendar year of the closing and all subsequent years; and
- iii. qualification and matters appearing on the plat of the Property or otherwise common to the subdivision, restrictive covenants, public utility easements, other easements, reservations and other interests.

c. Deed Form and Format. The Deed shall substantially comply with the form and format attached hereto as Exhibit B, incorporated herein by this reference. The Deed shall contain a restrictive covenant that provides that the Property be used for the purpose of promoting community interest and welfare, and include a reverter in favor of the Seller that causes the Property to automatically and immediately revert to Seller if the Property ever ceases to be used for the purpose of promoting community interest and welfare. The restrictive covenant shall be in a form that is mutually acceptable to the Buyer and Seller.

d. Survey. Prior to closing and conveyance as described herein, Buyer, at its sole cost and expense, shall obtain a survey of the Property to provide the legal description all real property to be conveyed pursuant to this Agreement. Nothing contained in the survey shall affect the purchase price of this Agreement.

e. Expenses. Buyer shall be responsible for and pay all applicable closing costs associated with the Property including, but not limited to, advertising costs, survey costs, documentary stamp tax on the Deed, recording fees, and reasonable attorneys' fees. Buyer can choose a title insurance company or other closing agent, of their choice, and Buyer shall pay any costs charged by such company or agent for this closing service.

5. Wetlands. Buyer hereby acknowledges that any wetlands on the Property may be subject to the permitting requirements of the Florida Department of Environmental Protection or other applicable water management district. Some of the lots may be non-conforming and/or have lack of access and will be the buyers responsible to resolve those issue.

6. Condition of Property. In accordance with Florida law, Seller hereby discloses no knowledge of any issues at this time with the property before or after construction of the improvements for Volusia Street. This disclosure is not intended to be a substitute for any inspection, wetlands, survey, test, assessment or other analysis Buyer may wish to obtain.

7. Buyer's Right of Inspection. Buyer shall have the right for one year (1) from the date of

this Contract ("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 ASTM 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 Seller's 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.

8. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

9. Default. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, this Agreement and the rights of the parties hereunder shall immediately and automatically terminate. If Seller defaults in the performance of Seller's obligations as detailed in this Agreement, Buyer may elect to terminate this Agreement and Buyer and Seller shall be relieved of all obligations contained herein; or Buyer, at Buyer's option, may seek specific performance.

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

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

12. 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, Florida.

13. 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: **WAHCDC**  
905 W. Pearl Street  
St. Augustine, FL 32084

Seller: **St. Johns County, Florida, a political subdivision**



**Of the State of Florida**  
**Attn: Real Estate Department**  
500 San Sebastian View  
St. Augustine, Florida 32084

14. 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.

15. Assignment. This Agreement shall not be assigned by Buyer without prior written consent of Seller.

16. 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.

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

18. Board of County Commissioners Approval. Seller's performance of this Agreement is subject to the adoption of a resolution by the St. Johns County Board of Commissioners approving performance by Buyer and authorizing execution by Seller, or Seller's designee.

19. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without requiring further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

20. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

21. Survival. The covenants of this Agreement shall survive delivery and recording of the Deed and possession of the Property.

[REMAINDER OF PAGE LEFT BLANK]  
[SIGNATURES ON FOLLOWING PAGES]

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

WITNESSES:

SELLER:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Michael D. Wanchick                      Date  
County Administrator

Legal Review:  
By: \_\_\_\_\_  
Deputy County Attorney                      Date

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by Michael D. Wanchick, County Administrator, who is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

ATTEST: Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

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

**BUYER:**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**EXHIBIT "A"**

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 4d, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

**Parcel List**

116720-0000-Part of this lot

116790-0000-Part of this lot

115890-0000

115920-0001

115940-0010-Part of this lot

115980-0000-Part of this lot

115980-0030-Part of this lot

116010-0000

116040-0000-Part of this lot

116750-0000-Part of this lot

116760-0000-Part of this lot

115880-0000

**EXHIBIT "B" TO AGREEMENT**

This Instrument Prepared By:  
Debbie Taylor  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine FL 32084

**COUNTY DEED**

**THIS DEED**, made without warranty of title or warranty of method of conveyance, this \_\_\_\_ day of \_\_\_\_\_, 2016, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine FL 32084, hereinafter "Grantor", to, **WEST AUGUSTINE HISTORICAL COMMUNITY DEVELOPMENT CORPORATION**, 905 W. Pearl Street, St. Augustine, FL 32084, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

**WITNESSETH;**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**THIS DEED** is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, restrictions, and servitude of record;
- g. Easements and rights of way of record.

**THIS PROPERTY IS BEING CONVEYED FOR ECONOMIC DEVELOPMENT ONLY AND WILL REVERT BACK TO ST. JOHNS COUNTY IN 15 YEARS FROM THE DATE OF THIS COUNTY DEED IF THE PROPERTY HAS NOT BEEN DEVELOPED FOR ECONOMIC USE.**

**IN WITNESS WHEREOF** the St. Johns County Board of County Commissioners has caused the presents to be executed in its name by its Chair the day and year aforesaid.

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

By: \_\_\_\_\_  
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Its Clerk

By: \_\_\_\_\_  
Its Deputy Clerk

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jeb S. Smith, the Chair of the Board for St. Johns County Board of County Commissioners, on behalf of the Board. He is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO COUNTY DEED

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 10, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

**Parcel List**

116720-0000-Part of this lot

116790-0000-Part of this lot

115890-0000

115920-0001

115940-0010-Part of this lot

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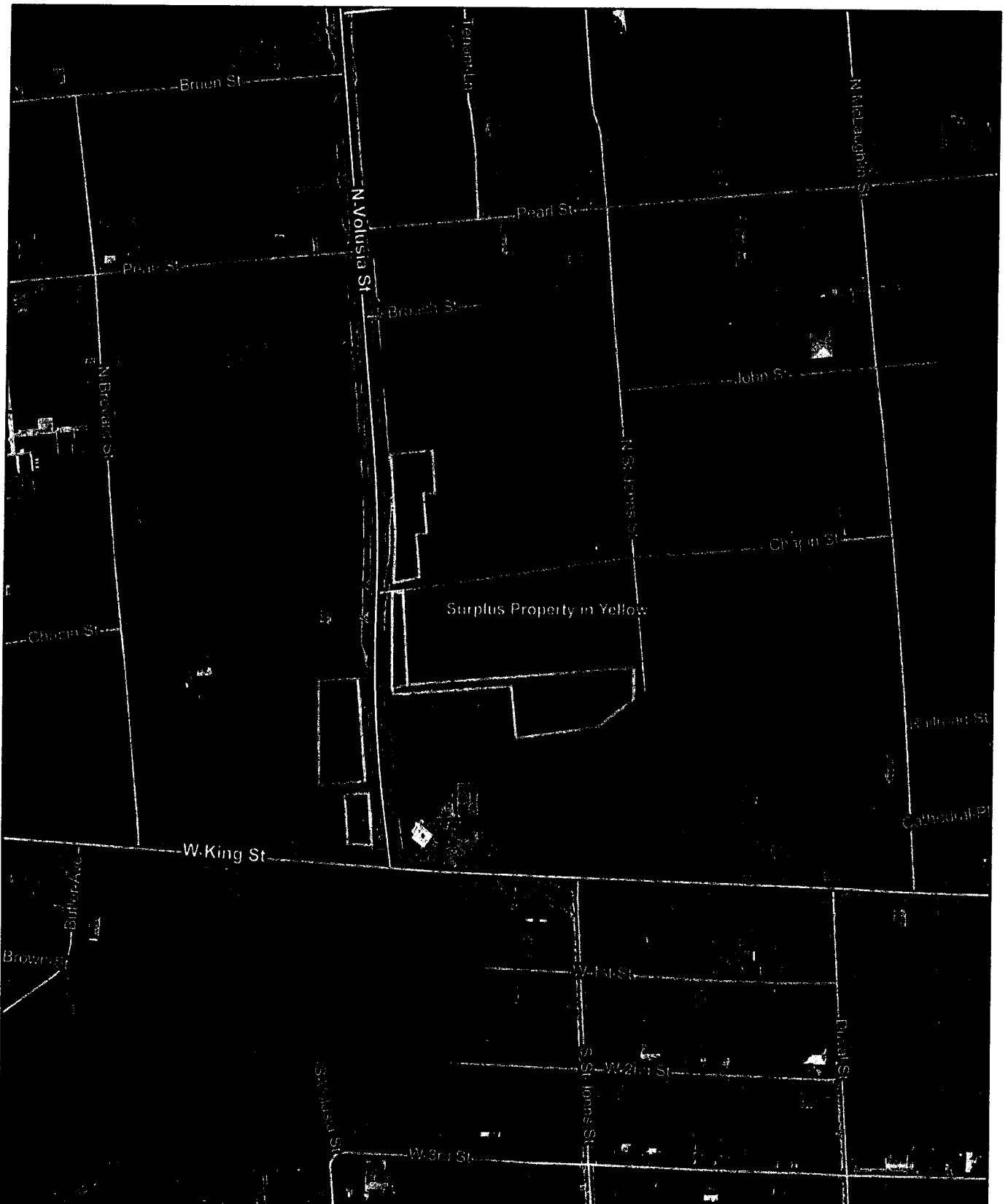
116010-0000


116040-0000-Part of this lot

116750-0000-Part of this lot

116760-0000-Part of this lot

115880-0000



2013 Aerial Imagery  
  
 October 13, 2016

# Volusia Street

## Surplus Property-WAHCDC

Land Mngt. Systems  
 Real Estate Division  
 209-0796  
 Disclaimer:  
 This map is for reference use only.  
 Data provided are derived from multiple  
 sources with varying levels of accuracy.  
 The St. Johns County Real Estate Division  
 disclaims all responsibility for the accuracy  
 or completeness of the data shown hereon.

