

RESOLUTION NO. 2022- 278

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DECLARING CERTAIN COUNTY-OWNED PROPERTY AS SURPLUS AND APPROVING A PRIVATE SALE TO THE ADJOINING PROPERTY OWNER AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE PURCHASE AND SALE AGREEMENT.**

**RECITALS**

**WHEREAS**, there has been a written request from an adjacent property owner, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to acquire County-owned property located at 503 B Wilson Road, Hastings, Florida; and

**WHEREAS**, on February 28, 2018, St. Johns County, Florida (County) acquired the property by quit-claim deed from the Town of Hastings, recorded February 28, 2018 in Official Records Book 4509, page 798 of the public records of St. Johns County, Florida; and

**WHEREAS**, the property is not needed for County purposes and does not have legal access; and

**WHEREAS**, pursuant to Florida Statute 125.35(2) notice of the intent to declare property surplus was sent certified mail to all adjoining property owners, to which no other adjoining owner responded; and

**WHEREAS**, the applicant has executed and presented to the County a Purchase and Sale Agreement for the property, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, in the amount \$2,764.00, which is the fair market value based on the St. Johns County Property Appraiser's 2022 valuation; and

**WHEREAS**, pursuant to Section 125.35(2), Florida Statutes, the Board of County Commissioners may effect a private sale when the value of a parcel is \$15,000.00 or less, or when, due to the size, shape, location and value it is determined by the Board of County Commissioners that the parcel is of use only to one or more adjacent property owners.

**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 into the body of this Resolution and such Recitals are adopted as findings of fact.
- Section 2. The County property mentioned above is hereby declared surplus property.
- Section 3. It is found that all requirements of Section 125.35(2) F.S. for a private sale of the property described above have been met and the sale of the property to the adjoining property owner in the amount of \$2,764.00 is hereby approved by the Board of County Commissioners.
- Section 4. The Board of County Commissioners hereby authorize the County Administrator, or designee, to execute the Purchase and Sale Agreement and authorize the Chair to execute a County Deed prior to the closing on the property.
- Section 5. The Clerk of the Court is instructed to file the Purchase and Sale Agreement in the Public Records of St. Johns County, Florida.
- Section 5. To the extent that there are typographical and/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 2 day of August, 2022.

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

BY: Henry Dean  
Henry Dean, Chair

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

Sam Halterman  
Deputy Clerk



Rendition Date 8/4/22

Exhibit "A" to Resolution

**Jessica Getchius**

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**From:** joe largay <joelargay@yahoo.com>  
**Sent:** Tuesday, March 29, 2022 8:54 AM  
**To:** Jessica Getchius  
**Subject:** Re: update 503 B Wilson Rd

Good morning!,

To Whom it may concern I Joseph largay property owner of 505 Wilson Rd., Hastings, FL would like to submit an offer to purchase 503B Wilson Road Hastings Florida.... I would like to make an offer of \$2,764.00 and request no reservations on the title. Thanks for any and all help with this matter.

Joseph largay 904-766-0427

That

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2022, by and between **JOSEPH JAMES LARGAY** ("Buyer"), whose address is 505 Wilson Rd., Hastings, FL 32145 and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Seller").

**WITNESSETH:**

**WHEREAS**, the Buyer is desirous of purchasing property owned by the Seller and the Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest for the Seller to convey fee simple ownership to the Buyer of the property described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

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

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price ("Purchase Price") is Seven Thousand Five Hundred Fifty Dollars (**\$2,764.00**). Payment of the Purchase Price shall be in cash or other immediately available funds. Buyer placed on deposit with Seller \$500.00 towards the purchase price. Remaining balance due at closing of the sale of the Property.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, may purchase title insurance.

4. Closing. closing of the sale of the Property ("Closing") shall take place at the offices of the St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days 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 2022 taxes at the highest allowable discount.

6. 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) County Deed (“Deed”) conveying the fee simple title to the Property;

(b) 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.

7. Closing Expenses. Buyer shall pay all closing costs associated with this transaction.

8. 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.

9. 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.

10. 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.

11. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer’s intended use, or that there are other circumstances that negatively affect the Buyer’s intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to 30 days after Effective Date of this Agreement. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

14. 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.

15. 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 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:           **JOSEPH JAMES LARGAY**  
                      **500 Wilson Rd.**  
                      **Hastings, FL 32145**

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

16. 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.

17. 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.

18. 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.

19. 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 a period of 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 public health unit. (Section 404.056(5), F.S.)

20. 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 such referenced 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.

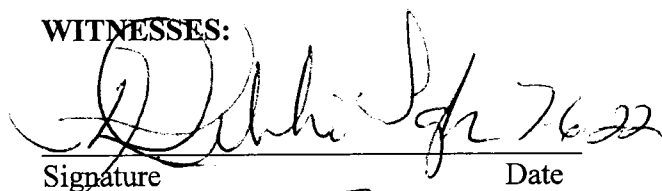
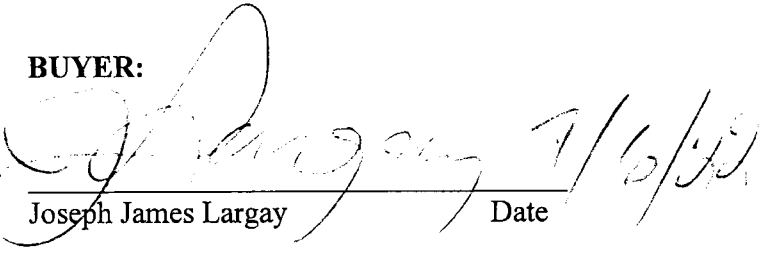
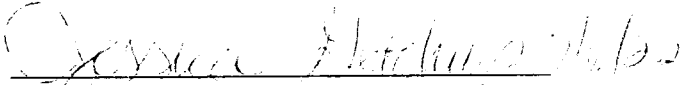
21. Access to Records. The access to, disclosure, non-disclosure, or exemption of records,

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.

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

**WITNESSES:**

**BUYER:**

<u></u>	<u>7/6/22</u>	<u></u>	<u>7/6/22</u>
Signature	Date	Joseph James Largay	Date
<u>Debbie Taylor</u>			
Print Name			
<u></u>	<u>7/6/22</u>		
Signature	Date		
<u>Jessica Hutchins</u>			
Print Name			

**WITNESSES:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

**ATTEST:** Brandon J. Patty, Clerk of the  
Circuit Court & Comptroller

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

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

By: \_\_\_\_\_  
Hunter S. Conrad Date  
County Administrator

Legally Sufficient:

By: \_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_



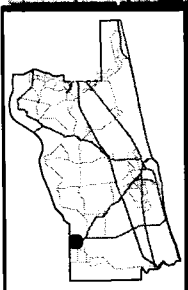
**Exhibit "A"**


**(Property description)**

The Lot 6, except the East 100 feet, of A N Wyllys Subdivision, as recorded in Map Book 6, page 1 of St. Johns County, Florida.



503 B Wilson Road



  
 Aerial Photography 2021  
 0 34,000 68,000 136,000  
 Feet  
 Date: 7/8/2022

Surplus Property  
 503 B Wilson Rd  
 Hastings, FL

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0782  
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.

