

RESOLUTION NO. 2022-305

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 (“Applicant”), attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to acquire County-owned property located at 4653 Avenue D, St. Augustine, Florida; and

WHEREAS, on April 21, 2011, St. Johns County, Florida (“County”) acquired the property, for drainage purposes, by Corporate Warranty Deed from the Habitat for Humanity St. Augustine, St. Johns County, Inc., recorded May 19, 2011 in Official Records Book 3438, page 793 of the public records of St. Johns County, Florida; 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 and County staff have agreed that the conveyance of the property will be subject to a reserved easement for ingress, egress, utility and drainage purposes, reserved unto the County, as shown on map attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, the applicant has executed and presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof, in the amount \$7,400, which is the fair market value based on the St. Johns County Property Appraiser’s 2022 valuation after discount for the estimated value of the reserved easement; 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 \$7,400.00 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 4th day of October, 2022.

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

BY: 
Henry Dean, Chair

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


Deputy Clerk

Rendition Date 10/4/22

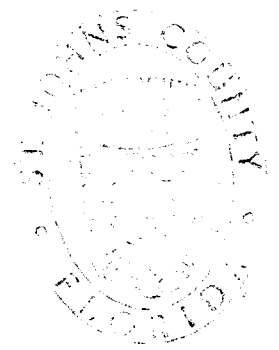


Exhibit "A" to Resolution

SJC Surplus Real Estate

August 1, 2022

RE: 4653 Ave. D. #0819200010

Dear Mrs. Getchius,

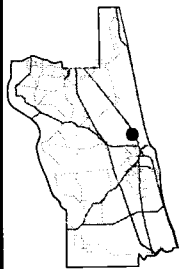
We propose the purchase of the surplus parcel listed above which is adjacent to our home. We have lived there for over 24 years. We wish to extend a bid price of \$7,400.00 for this property. We are aware that it is vacant and mostly wetlands. It is also understood that SJC would need to retain a drainage & maintenance easement over a portion of the property. We ask however that an easement of 20' along the SE'sterly property line be kept "undisturbed" during any maintenance projects so that we may run county water utilities from that parcel corner at Ave D. along the property line to our existing property so we can have access to those utilities. We currently do not have utility access down Porter Rd. This parcel will ensure a buffer of sorts between our homestead and the busy right of way on Ave D. and will benefit the County by putting the parcel back on the tax roll.

Thank-you,

Georgette & Charles McHone Jr.

4925 Porter Road

386-804-3328




Aerial Photography 2021

0 35 70 140
Feet

Date: 9/2/2022

4653 Avenue D
Proposed Surplus

 Reserved Easement Area

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.



That **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of Sept. 1st, 2022, by and between **GEORGETTE MCHONE & CHARLES C. MCHONE, JR., WIFE AND HUSBAND** ("Buyer"), whose address is 4925 Porter Rd., St. Augustine, FL 32095 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 Four Hundred Dollars (\$7,400.00). 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, subject to an easement reserved unto the County, its successors and/or assigns, as more fully described on Exhibit “B”, attached hereto and incorporated herein by reference;

(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: **GEORGETTE MCHONE & CHARLES C. MCHONE, JR.**
4925 Porter Rd.
St. Augustine, FL 32095

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:

Michelle Buchanan 9/1/22
Signature Date

Michelle Buchanan
Print Name

Charlotte Hull 9/1/22
Signature Date

Charlotte Hull
Print Name

Georgette McHone 9/1/2022
Signature Date

Charles C. McHone, Jr 9-1-22
Signature Date

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)

Tract 1, Blairwood Unrecorded Plat, lying in Daniel Hurlbert Grant, Section 53, Township 6 South, Range 29 East, St. Johns County, Florida.

As more fully described in OR753, page 470 of the public records of St. Johns County, Florida.

Exhibit "B"

Easement for Ingress, Egress and Drainage
(Reserved easement description)

Tract 1, Blairwood Unrecorded Plat, lying in Daniel Hurlbert Grant, Section 53, Township 6 South, Range 29 East, St. Johns County, Florida; as more fully described in OR753, page 470 of the public records of St. Johns County, Florida, less and except the southerly (southeasterly) 20 feet of said Tract.