

RESOLUTION NO. 2025-3100

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF A PARCEL LOCATED IN SUMMER HAVEN AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY AND APPROVING AND AUTHORIZING THE TRANSFER IN THE AMOUNT OF \$102,500 FROM GENERAL FUND RESERVES TO THE LAND MANAGEMENT DEPARTMENT FOR THE REQUIRED GRANT MATCHING FUNDS.

RECITALS

WHEREAS, John L. Whiteman and Sheila Q. Whiteman have agreed to sell their parcel in Summer Haven to St. Johns County and have executed and presented a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the property was evaluated by an independent appraiser who provided an estimated Market Value of \$200,000 for the unimproved parcel. The property owner has agreed to accept Market Value for the parcel. Closing costs are estimated to be \$5,000, for a total acquisition cost of approximately \$205,000; and

WHEREAS, the Summer Haven shoreline has been designated as critically eroded by the Florida Department of Environmental Protection for over 20 years; and

WHEREAS, this area has been subject to long-term erosion and years of local, state and federal efforts to stabilize the beach have proved to be unsuccessful; and

WHEREAS, the State of Florida Department of Environmental Protection appropriated \$5,000,000 under Legislative Line Item Grant (FY23/24) Project L2313 – *St. Johns County Summer Haven Managed Retreat Program* which requires a \$5,000,000 match from the County to acquire certain parcels located along a section of former Old A1A in an area of persistent erosion; and

WHEREAS, the Summer Haven Managed Retreat Program provides a feasible long-term solution offering landowners an opportunity to sell their property to St. Johns County to protect the Summer Haven River ecosystem, assist with coastal management, and protect A1A from erosion and disruption of the critical evacuation route; and

WHEREAS, acquisition of this property is in the best interest of the County as the Deed will include restrictions to protect this environmentally sensitive area.

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 of County Commissioners hereby approve the terms and conditions of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the agreement attached herein on behalf of the County and take all steps necessary to move forward to close this transaction.
3. The Board of County Commissioners hereby approves the transfer of \$102,500 from the General Fund Reserves to the Land Management Department for the required grant matching funds in order to close on this acquisition pursuant to the Summer Haven Managed Retreat Program.
4. To the extent that there are typographical, scrivener 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.
5. The Clerk of Court is instructed to file the original Purchase and Sale Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 7th day of October, 2025.

Rendition Date OCT 08 2025

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

BY: [Signature]
Krista Joseph, Chair

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

[Signature]
Deputy Clerk



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2025 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 ("Buyer") and **JOHN L. WHITEMAN**, whose address 723 N. Magnolia Avenue, Green Cove Springs, Florida 32043, as to an undivided one-half interest, and **SHEILA Q. WHITEMAN**, whose mailing address is 14 Hudson Ave., Apt. 315, Glens Falls, NY 12801, as to an undivided one-half interest, as tenant in common ("Sellers").

WITNESSETH:

WHEREAS, the County is desirous of purchasing property owned by the Sellers and Sellers are desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the property shown 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 **Two Hundred Thousand Dollars (\$200,000.00)**. Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (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 Sellers in writing ("Title Notice") within ten (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, Sellers, at Sellers' sole option and expense, shall have sixty (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, Sellers have 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 Sellers shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit, if any.

4. Closing. 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, 3670 US 1 South, Suite 110, St. Augustine, Florida 32086 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 2024 taxes at the highest allowable discount.

6. Sellers' Representations. Sellers represent 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, Sellers shall deliver or cause to be delivered to Buyer the following:

(i) General Warranty 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 Sellers.

(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 Sellers, in accordance with Section 2. Buyer shall execute and deliver to Sellers such consents and authorizations as Sellers 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, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Sellers 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. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Sellers will be responsible for recording fees for documents related to clearing the title of the property for closing and property taxes to day of closing. 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 Sellers within 10 days after Buyer'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 3. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Sellers 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. Sellers hereby give Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Sellers agree 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 Sellers 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 Sellers 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. If such notice is timely given, the Deposit, if any, shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Sellers. If Sellers default by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, if any, 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 Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if any, as Sellers' sole and exclusive remedy for any such default, Sellers 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 Sellers 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. 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 Sellers advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit, if any, shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

19. 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.

20. 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.

Sellers: **John L. Whiteman**
723 N. Magnolia Avenue
Green Cove Springs, FL 32043

Sheila Q. Whiteman
c/o Rocky Denino
2 Dudley
Glens Falls, NY 12801

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

21. 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.

22. 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.

23. Commission Dues. There are not any real estate commissions due as a result of this transaction.

24. 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 Buyer.

25. 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.

26. 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.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, 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.

28. 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.


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SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

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

WITNESSES:

SELLER:

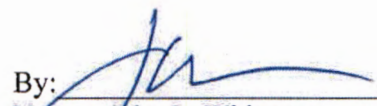


Signature
Rebecca Ferris


Print Witness Name
5157 Gracewood Lane

St. Augustine FL 32092

Witness Address **REQUIRED BUSINESS OR PERSONAL**



By:
Name: John L. Whiteman
Date: 9/16/2025



Signature
Morris F. McEvoy II

Print Witness Name
104 Sea Grove Main St.

St. Augustine FL 32080

Witness Address **REQUIRED BUSINESS OR PERSONAL**

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

WITNESSES:

SELLER:

Rocco A Denino
Signature

By: Sheila Q Whiteman

Name: Sheila Q. Whiteman

Rocco A. Denino
Print Witness Name

Date: 9/13/2025

6 Dudley St
Glens Falls NY 12801
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Patricia L Denino
Signature

Patricia L. Denino
Print Witness Name

6 Dudley St
Glens Falls NY 12801
Witness Address **REQUIRED BUSINESS OR PERSONAL**

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

WITNESSES:

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

Signature

By: _____
Name: Joy Andrews
Title: County Administrator
Date: _____

Print Witness Name

Witness Address **REQUIRED** BUSINESS OR PERSONAL

Legally Sufficient:

Signature

By: _____ Date: _____
County Attorney

Print Witness Name

Witness Address **REQUIRED** BUSINESS OR PERSONAL

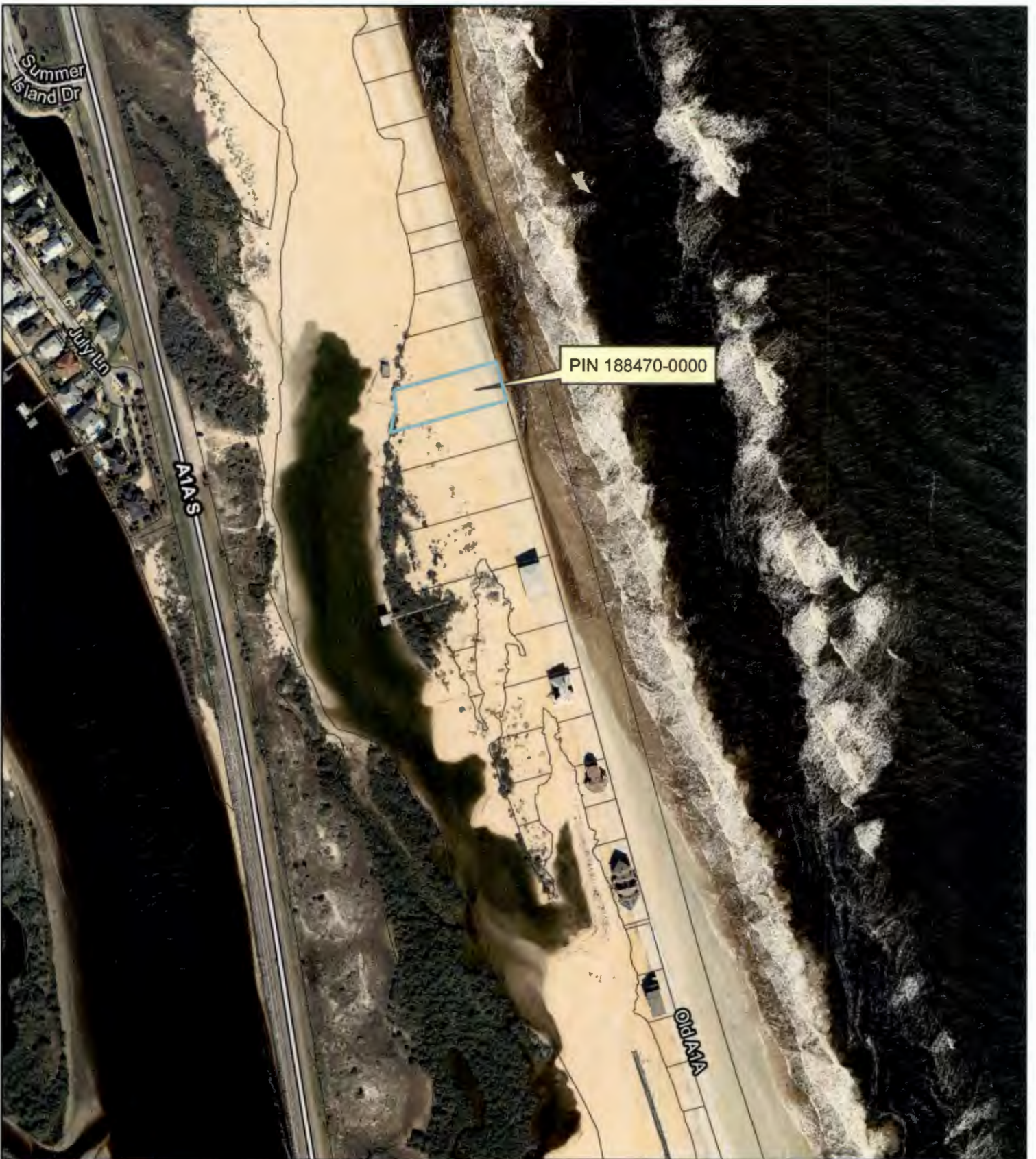
ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

EXHIBIT "A"

The South 100 feet of the North 200 feet of Block 16, SUMMER HAVEN SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, at Page 155, of the public records of St. Johns County, Florida, LESS the right-of-way for State Road A1A, as set forth in Deed filed for record on June 21, 1954, in Deed Book 211, at Page 329, of the public records of St. Johns County, Florida.

PIN 188470-0000



PIN 188470-0000



2024 Aerial Imagery

Date: 9/15/2025

Acquisition Summer Haven



Land Management
Systems
(904) 209-0764

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.