



RESOLUTION NO. 2019 - \_\_\_\_\_

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-75R AND TO EXECUTE AN AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11).**

**RECITALS**

**WHEREAS**, the County desires to enter into contracts with The Deltona Corporation for the sale of real property located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11) in accordance with Bid No. 19-75R; and

**WHEREAS**, Resolution 2019-177 declared the real property as surplus and authorized advertisement of sale bids.

**WHEREAS**, the successful buyer shall determine if the property will be appropriate for successful buyer's needs and intended use before closing, be responsible for any land use or zoning changes required for successful bidder's intended use, in addition to the bid amount pay the appraiser fee and amount pay other closing costs, and assume all environmental liability relating to the property and will be required to executed documentation oat closing releasing the County from any and all environmental liability for purchase of real property located at 448 Shores Boulevard, St. Augustine, Florida (known as The Shores Fire Station 11) in accordance with Bid No. 19-75R; and

**WHEREAS**, through the County's formal Bid process, The Deltona Corporation was the only responsive, responsible bidder; and

**WHEREAS**, the Director of Land Management Systems has reviewed the bid submitted by The Deltona Corporation and has determined that acceptance of the bid is in the best interest of the County; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed purchase and sale agreement (attached hereto, an incorporated herein) and finds that entering into agreement to complete the sale of the real property located at 448 Shores Boulevard. St. Augustine serves a public purpose.

**WHEREAS**, the purchase and sale agreement will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**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 finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 19-75R to The Deltona Corporation and to conduct negotiations for the purchase and sale of the real property set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County for the purchase and sale of the real property as specifically provided in Bid No. 19-75R.

Section 4. 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 \_\_\_\_ day of \_\_\_\_\_, 2019.

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

By: \_\_\_\_\_  
Paul M. Waldron, Chair

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

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

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2019, by and between **THE DELTONA CORPORATION** (“Buyer”), whose address is 7374 SW 48<sup>th</sup> Street, Miami, Florida 33155 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 County and the County is 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 is 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 and Deposit.

(a) The purchase price (“Purchase Price”) is Twelve Thousand Five hundred Thirty Dollars (**\$12,530.00**). 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 Seller 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, Seller, at Seller’s sole option and expense, shall have ninety (90) 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 90-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.

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, 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 2018 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. 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. Each party shall bear the expense of its own legal counsel.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one-hundred twenty (120) 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. 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, Buyer may receive an immediate refund of the Deposit, 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 will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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 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: **The Deltona Corporation**  
**7374 SW 48<sup>th</sup> Street**  
**Miami, Florida 33155**

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

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. Seller agrees no real estate commission is owed as a result of this transaction.

23. 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.

24. 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.)

25. 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.

26. 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:**

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

\_\_\_\_\_  
Date

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

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

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

**WITNESSES:**

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

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

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

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

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

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

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

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

Legally Sufficient:

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

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

Exhibit "A"

(Property description)

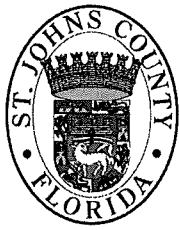
The Real Property ("Property") for sale is located in St. Augustine Shores, St. Johns County, Florida.

Parcel Identification Number 284000-0003.

448 Shores Boulevard, St. Augustine, St. Johns County, Florida is located along the northeast side of Shores Boulevard about one hundred fifty feet (150') north of Casuarina Circle and east of US Highway 1. The Property is approximately 0.680± acres or about 29,620± square feet per St. Johns County Property Appraiser (SJCPA).

The property is bounded on the northeast by land owned by the St. Augustine Shores Service Corporation, Inc. and bounded on the northwest and southeast by land owned by The Deltona Corporation. The Property is approximately 1,350 feet northwesterly of Canopy Shores along Shores Boulevard.

The Property is zoned Planned Unit Development (PUD).



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

September 11, 2019

**RE:** Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida  
(known as the Shores Fire Station 11)

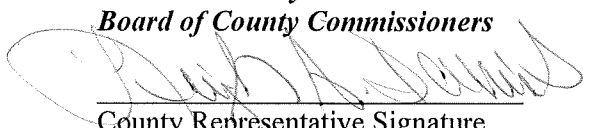
Please be advised that the Purchasing Department of the St. Johns County is issuing this Notice of its Intent to execute a Purchase and Sale Agreement with The Deltona Corporation as the highest, responsive, responsible bidder for Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11). This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 3:00 PM, Monday, September 16, 2019.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date: 9/11/19

Leigh Daniels, CPPB  
Procurement Supervisor  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Gail Oliver, PLS, County Surveyor, Director of Land Management Systems Department  
**FROM:** Diana M. Fye, AS, CPPB, Procurement Coordinator  
**SUBJECT:** Bid # 19-75 R; Sale of Real Property Located at 448 Shores BOulevard, St.  
Augustine, Florida (known as the Shores Fire Station 11)  
**DATE:** September 11, 2019

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval Gail Oliver  
Date 9/11/19  
Budget Amount N/A  
Account Funding Title N/A  
Funding Charge Code N/A  
Award to The Deltona Corporation  
Award Amount \$12,530.00

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)

**BID NUMBER** 19-75R

**OPENING DATE/TIME** September 11, 2019 2:00 PM

**POSTING DATE/TIME** FROM 09/11/19 2:30 PM UNTIL 09/19/19 2:30 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

**OPENED BY** DIANA M FYE  
**TABULATED BY** SHELLY VONGCHANTA  
**VERIFIED BY** Diana Fye

BIDDERS	PURCHASE BID PRICE	BID BOND (\$5,000.00)	ADDENDUM 1					
The Deltona Corporation	\$12,530.00	YES	YES					

BID AWARD DATE - \_\_\_\_\_

BID NO: 19-75R

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: AUGUST 21, 2019

BID PROPOSAL OF

THE DELTONA CORPORATION

Full Legal Company Name

7374 SW 48<sup>th</sup> STREET, MIAMI, FL 33155      305-661-4545      305-661-5697  
Mailing Address      Telephone Number      Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-75R; Sale of Real Property Located at 4735 Avenue A, St. Augustine, Florida in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

PURCHASE BID PRICE	\$ <u>12,530<sup>00</sup></u> (Twelve Thousand Five Hundred Thirty Dollars and no/100)
SUBTRACT THE DEPOSIT	\$ <u>5,000<sup>00</sup></u> (Five Thousand Dollars and no/100)
BALANCE AT CLOSING DATE	\$ <u>7,530<sup>00</sup></u> (Seven Thousand Five Hundred Thirty Dollars and no/100)

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be Paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the County.

**BID NO: 19-75R**

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: AUGUST 13, 2019

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **Five Thousand Dollars (\$5,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**BID NO: 19-75R**

**CORPORATE/COMPANY**

Full Legal Company Name: THE DELTOWA CORPORATION (Seal)

By: [Signature] SHARON Hummerhielm, Executive Vice President  
Signature of Authorized Representative (Name & Title typed or printed) and Corporate Secretary

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 7374 SW 48<sup>th</sup> Street, Miami, FL 33155

Telephone No.: (305) 661-4545 (ext 305) Fax No.: (305) 661-5697

Email Address for Authorized Company Representative: deltona9@bellsouth.net

Federal I.D. Tax Number: 590997584 DUNS #: \_\_\_\_\_

(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Unit Price Bid Form
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – Conflict of Interest Disclosure Form
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**ATTACHMENT "A"**

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

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ~~ST. JOHNS~~ <sup>M. AMI-DADE</sup>

Before me, the Undersigned authority, personally appeared SHARON HUMMERHELM who being duly sworn, deposes and says she is Executive Vice President (Title) of the firm of The Deltona Corporation Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11), in St. Johns County, Florida.

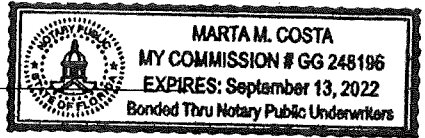
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

The Deltona Corporation  
(Bidder)  
[Signature]  
By: SHARON HUMMERHELM  
EXECUTIVE VICE PRESIDENT  
(Title) AND CORPORATE  
SECRETARY

Sworn and subscribed to me this 15 day  
of AUGUST, 2019.

Notary Public:  
Marta M. Costa  
Signature,  
MARTA M. COSTA  
Printed

My commission Expires: \_\_\_\_\_



BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**ATTACHMENT "C"**

**St. Johns County Board of County Commissioners**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No 19-48; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

THE DELTONA CORPORATION

Authorized Representative(s) :

[Handwritten Signature]  
Signature

SHARON HUMMERHILZ  
Executive Vice President  
Print Name/Title

Signature

Print Name/Title



St. Johns County Board of County Commissioners

Purchasing Division

August 13, 2019

ADDENDUM #1

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: BID No. 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (Known as the Shores Fire Station 11)

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Question:

- 1. The successful Buyer is required to pay all closing costs and the appraiser's fee. How much was the appraiser's fee?

Answer: The cost of the appraisal fee that must be included in the proposed bid is two thousand five hundred thirty dollars (\$2,530.00).

**THE BID DUE DATE REMAINS September 11, 2019 AT 2:00 P.M.**

Acknowledgment

Signature and Date

SHARON HUMMERHIELA, Exec. VP

Printed Name/Title

The Deltona Corporation

Company Name (Print)

Sincerely,

Diana M. Fye, AS, CPPB  
Procurement Coordinator

END OF ADDENDUM NO. 1



CASHIER'S CHECK

61-1/620

5504945844

08/26/2019

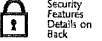
Homes By Deltona, Inc / Bid No. 19-75R

Purchaser / Purchased For

FIVE THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: St. Johns County Board of Commissioners

\$5,000.00



Regions Bank

*[Handwritten Signature]*

Authorized Signature

Branch FL00278  
CC278100

⑈ 5504945844 ⑈ ⑆ 06 20000 19 ⑆ 0000 74 26 5 1 ⑈



**St. Johns County Board of County Commissioners**

Purchasing Division

August 13, 2019

**ADDENDUM #1**

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: BID No. 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (Known as the Shores Fire Station 11)**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

**Question:**

1. The successful Buyer is required to pay all closing costs and the appraiser's fee. How much was the appraiser's fee?

**Answer: The cost of the appraisal fee that must be included in the proposed bid is two thousand five hundred thirty dollars (\$2,530.00).**

**THE BID DUE DATE REMAINS September 11, 2019 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

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

Diana M. Fye, AS, CPPB  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

**BID NO: 19-75R**

**SALE OF REAL PROPERTY LOCATED AT  
448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA  
(KNOWN AS THE SHORES FIRE STATION 11)**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida  
(Known as the Shores Fire Station 11)**

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“B” – Certificate as to Corporate Principal

“C” – Conflict of Interest Disclosure Form

Bid Bond

**SPECIFICATIONS**

**EXHIBIT “A” – AERIAL PHOTOGRAPHS AND MAPS OF PROPERTY**

**EXHIBIT “B” – APPRAISAL REPORT**

**EXHIBIT “C” – SAMPLE PURCHASE AND SALES AGREEMENT**

**SEALED BID MAILING LABEL**

**END OF TABLE OF CONTENTS**

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, September 11, 2019** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-75R; Bid No: 19-75; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

**Scope of Work:**

St. Johns County is hereby soliciting sealed bids for the sale of real property located at 448 Shores Blvd, St. Augustine, Florida 32086 located in St. Augustine Shores, known as the Shores Fire Station 11. The property is subject to restrictions imposed on the deed limiting its use to a Community Facility as per the Declaration of Restrictions recorded in Official Records Book 390, page 368 of the Public Records of St. Johns County, Florida.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the County.

**Bid Documents, Project Specifications and Drawings**

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document # **19-75R**. For technical assistance with this Website please contact DemandStar Supplier Services at 1-800-711-1712. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing, via email to [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or fax to (904) 209-0163.

**Designated Point of Contact**

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, ***in writing***, via email at [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Bidders shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until a Purchase and Sale Agreement is executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.**

**Questions**

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact. Questions are due no later than five o'clock (**5:00PM**) on **Wednesday, August 28, 2019**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

**BID NO: 19-75R**

**INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida (“County”)

**PROJECT:** BID NO.: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)

**DEFINITIONS**

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the

scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the site.

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Bidders shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.**

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (**5:00PM**) on **Wednesday, August 28, 2019**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

### **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: BID NO: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)”.

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
---	--

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder’s proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the Company/individual’s name, address, telephone number and legal name of Bidder and a statement whether Bidder is individual, sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent’s authority to bind the Bidder.

**SUBMISSION OF BIDS**

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the “Instruction to Bidders”, and shall be identified with the Bid Number, Project Name, the Bidder’s Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

**BID SECURITY**

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier’s check, in the amount of **Five Thousand Dollars (\$5,000.00)**, pledging that the Bidder will

enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Purchase and Sale Agreement and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment "B"** – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Purchase and Sale Agreement is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

## **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

*Bidders shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.*

**Rejection of Bids:** The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the County.

## **GOVERNING LAWS & REGULATIONS**

The Bidder shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the purchase of this property. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

## **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 19-75R**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-75R; Sale of Real Property Located at 4735 Avenue A, St. Augustine, Florida in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

<b>PURCHASE BID PRICE</b>	\$ _____
<b>SUBTRACT THE DEPOSIT</b>	\$ _____
<b>BALANCE AT CLOSING DATE</b>	\$ _____

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be Paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the County.

**BID NO: 19-75R**

During the preparation of the Bid, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **Five Thousand Dollars (\$5,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**BID NO: 19-75R**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Unit Price Bid Form
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – Conflict of Interest Disclosure Form
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**ATTACHMENT "A"**

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

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11), in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

\_\_\_\_\_  
(Bidder)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**ATTACHMENT “C”**

**St. Johns County Board of County Commissioners**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No 19-48; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)**

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_.

**For**  
**SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA**  
**(KNOWN AS THE SHORES FIRE STATION 11)**

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**BID NO.: 19-75R**

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL:

\_\_\_\_\_  
NAME OF FIRM:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

# SPECIFICATIONS

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**SALE OF REAL OR SURPLUS PROPERTY**

St. Johns County is hereby soliciting sealed bids for the sale of real property located at 448 Shores Blvd, St. Augustine, Florida 32086 located in St. Augustine Shores known as the Shores Fire Station 11. The property is subject to restrictions imposed on the deed limiting its use to a Community Facility as per the Declaration of Restrictions recorded in Official Records Book 390, page 368 of the Public Records of St. Johns County, Florida.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents bid amount and is deemed to be in the best interest of the County.

**DESCRIPTION OF PROPERTY**

The Real Property ("Property") for sale is located in St. Augustine Shores, St. Johns County, Florida.

Parcel Identification Number 284000-0003.

448 Shores Boulevard, St. Augustine, St. Johns County, Florida is located along the northeast side of Shores Boulevard about one hundred fifty feet (150') north of Casuarina Circle and east of US Highway 1. The Property is approximately 0.680± acres or about 29,620± square feet per St. Johns County Property Appraiser (SJCPA).

The property is bounded on the northeast by land owned by the St. Augustine Shores Service Corporation, Inc. and bounded on the northwest and southeast by land owned by The Deltona Corporation. The Property is approximately 1,350 feet northwesterly of Canopy Shores along Shores Boulevard.

The Property is zoned Planned Unit Development (PUD).

**BACKGROUND**

The property was deeded to the St. Augustine Shores Area Volunteer Fire Department, Inc. from The Deltona Corporation by Warranty Deed dated November 3, 1978 recorded in OR 393/297, subject to restrictions in OR 390/368. Said deed Warranty Deed also reserved unto the Grantor, in the event the Grantee "uses the above described property for purposes other than those permitted by the above referenced Declaration of Restrictions", "the right exercisable within twenty (20) years from the date of this deed, to re-enter and possess the property as of its former estate."

Corrective Warranty Deed dated December 13, 1978 recorded in OR 397/29, subject to restrictions recorded in OR 390/368. The Corrective Warranty Deed specifically addressed the right to re-enter and possess the property was as included "by mistake" and further states "the parties desire to correct these errors by means of this Corrective Warranty Deed which shall supersede and replace the Warranty Deed referred to above."

The St. Augustine Shores Area Volunteer Fire Department, Inc. deeded the land and building to St. Johns County by Warranty Deed recorded in OR 2208/769 dated April 6, 2004 and accepted by Resolution 2004-96.

There are restrictions in Resolution 2004-96 accepting the Warranty Deed which referenced the Declaration of Restrictions in OR390/368 described as exclusive use as a "Community Facility Property". Per the restrictions in OR390/368 the property may only be used for the following purposes: federal, state, county and/or municipal government offices; postal service office; public library; church; museum; art gallery; or cultural center; meeting hall for public interest, charitable, governmental, religious or fraternal organizations; adult education center; outdoor playground; tot lots; swimming pool; conservation lands; wildlife areas; parks; or fire station. No commercial business activity or residential use is allowed.

The property and building was offered for use to County Departments and other governmental agencies, with no interest. As a result, the property and building are no longer of any efficient use to the County.

## **SURVEY**

County will not provide a survey.

## **DISCLAIMER / SALE BASIS**

Sale is on an "as is" basis and the County offers no guarantee or warranty expressed or implied as provided in the Contract. All sales are final.

## **BUYER'S RESPONSIBILITY**

The sale of the Property is subject to the following factors and these considerations will be a condition of title:

- (a) Successful Buyer shall be responsible for determining if this property will be appropriate for Successful Buyer's needs and intended use before closing. Upon closing, the property shall be deemed suitable for such use.
- (b) Seller does not represent or warrant the condition of the Property, nor whatever improvements may be erected on the Property. Successful Buyer shall be responsible for any land use or zoning changes required for Successful Bidder's intended use, if any.
- (c) Buyer, in addition to the bid amount, will pay the appraiser fee and other closing costs.
- (d) Buyer shall assume all environmental liability relating to the Property and will be required to execute documentation at closing releasing the County from any and all environmental liability.

## **BID DEPOSIT GUARANTEE**

Each submitted Bid shall be accompanied by a Bid Deposit Guarantee, submitted in the form of a certified or cashier's check, money order, certified check, bank draft, trust company treasurer's check or other non-cancelable instrument made payable to the Board of County Commissioners of St. Johns County, in the amount of **Five Thousand Dollars (\$5,000.00)**.

The successful bidder's guarantee shall be applied toward the price of the property, deposits of the unsuccessful bidder(s) shall be returned upon contract award by the Board of County Commissioners.

## **CONTRACT**

Successful Bidder will be required to execute the Purchase and Sale Agreement substantially similar in form to the one attached hereto within thirty (30) days of the notification of the award.

## **SECURITY FORFEITURE**

If within thirty (30) days after notification by County of the award, the successful Bidder refuses or otherwise neglects to execute the required Purchase and Sale Agreement and/or fails to furnish or satisfy any other conditions or requirements of this Bid, the Bidder's Deposit shall be forfeited and the same shall be retained by the County. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his/her/its bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

## **CLOSING DATE**

This transaction shall be closed and deed and other closing papers delivered on or before ninety (90) calendar days after the effective date, as defined in the Contract for Sale and Purchase.

## **PERMITS AND LICENSES**

The successful Bidder will be responsible for obtaining all required permits and licenses relating to the property.

## **PAYMENT TERMS**

The balance of your bid (total minus deposit) shall be paid upon closing of the sale of the property as provided in the Contract. Final payment must be in the form of a cashier's check, certified check, or money order. Checks shall be payable to the Board of County Commissioners of St. Johns County. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

## **TERMS AND CONDITIONS OF SALE**

The successful Bidder shall pay for State Documentary stamp, recording of deed, and the cost of recording any corrective instruments. At closing, the County will deliver to Buyer a County Deed pursuant to 125.411 Florida Statutes, conveying the Property to Bidder in fee simple, and all other documents necessary for the closing of this transaction. All deeds of

conveyance by the County shall convey only the interest of the County in the property covered thereby, and shall not be deemed to warrant the title, or to represent any statement of facts concerning the same.

Closing shall be held in St. Johns County, at St. Johns Land Management, 500 San Sebastian View, St. Augustine, Florida 32084, or other closing agent in St. Johns County designated by St. Johns County.

Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat; public utility and other easements of record; any permits to which the Property is subject; taxes and special assessments from the date of closing and subsequent years. Bidder may secure title insurance at his/her/its cost.

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**EXHIBIT “A” –  
AERIAL PHOTOGRAPHS  
AND MAPS OF PROPERTY**

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**Aerial Map:**



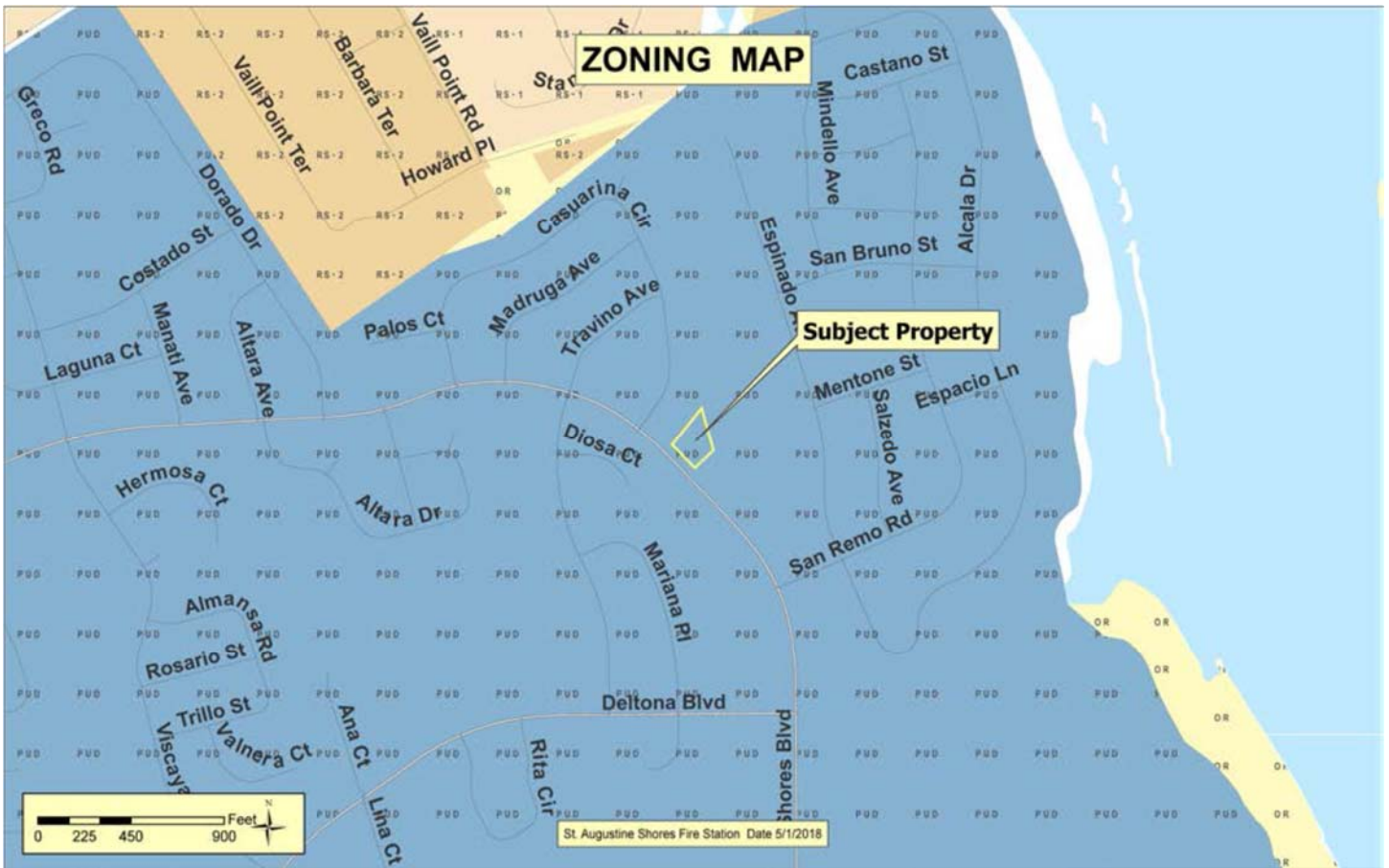
**Site Photograph:**



**Location Map:**



**Zoning District:**



**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**EXHIBIT “B” –  
APPRAISAL REPORT**

**APPRAISAL REPORT**

**ST. JOHNS COUNTY FIRE STATION PROPERTY  
LOCATED ALONG SHORES BLVD IN ST. AUGUSTINE SHORES  
ST. AUGUSTINE  
ST. JOHNS COUNTY, FLORIDA**

**PREPARED FOR**

**JESSICA GETCHIUS, REAL ESTATE COORDINATOR  
ST. JOHNS COUNTY, LAND MANAGEMENT SYSTEMS  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084**

**DATE OF VALUATION : JANUARY 26, 2019  
DATE OF INSPECTION : JANUARY 26, 2019  
DATE OF REPORT : FEBRUARY 15, 2019**

**PREPARED BY**

**RONALD S. CROUSE, ASA, CRA, IFAS  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ670**

**POMEROY**



**APPRAISAL ASSOCIATES OF FLORIDA, INC.**

*Real Estate Appraisers — Consultants*

600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066



**APPRAISAL ASSOCIATES OF FLORIDA, INC.**

*Real Estate Appraisers — Consultants*

600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

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February 15, 2019

Jessica Getchius, Real Estate Coordinator  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, Florida 32084

RE: Appraisal of former fire station property located in St. Augustine Shores Subdivision in St. Augustine, St. Johns County, Florida (PAA file # 218.005)

Dear Ms. Getchius:

At your request, I have personally inspected the above referenced property and submit to you this Appraisal Report. The purpose of the appraisal is to estimate the As Is market value of the above referenced property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report further describing the subject property and containing the reasoning and pertinent data leading to the estimated value. Particular attention is directed to the Use Restrictions on Page 5 and Underlying Assumptions and Limiting Conditions section of this report.

Based on our analysis of the facts and data as presented in this report, and our appraisal experience, it is our opinion that the subject property has a value of the Fee Simple Estate, under the Assumptions and Limiting Conditions of this assignment, as follows:

The Value as is, as of January 26, 2019: **\$176,000**

The accompanying report contains our summary of data, analyses, and conclusions and is written to be self-explanatory. However, should you have any questions, please advise. Thank you for the privilege of serving you.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Crouse", is written over a faint, illegible typed name.

Ronald S. Crouse, ASA, CRA, IFAS  
State-certified general real estate appraiser # RZ670

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.
4. My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute, and the American Society of Appraisers.
7. I made a personal inspection of the exterior of the subject property.
8. Mickey W. Smith, State Certified General Real Estate Appraiser RZ2364, helped in the data collection and analysis for this report.
9. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
10. The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.
11. We have not performed prior appraisals on the subject property within the last three years.



Ronald S. Crouse, ASA, CRA, IFAS  
State-certified general real estate appraiser # RZ670

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### ADDENDUM

- Subject Location Map
- Subject Photos
- Subject Property Aerial
- Warranty Deed
- Declaration of Restrictions
- Zoning and Future Land Use
- Flood Map
- Area Data
- Comparable Vacant Land Sales
- Appraiser Qualifications

## SUMMARY OF SIGNIFICANT CONCLUSIONS

Location	448 Shores Blvd, St. Augustine, St. Johns County, Florida. It is located along the northeast side of Shores Blvd about 150 feet north of Casuarina Circle and east of US Highway 1.
Tax Parcel ID #	284000 0003
Legal Description	Please see Warranty Deed in addendum for complete legal description and Use Restrictions.
Ownership	St. Johns County per St. Johns County Property Appraiser
Type of Property	Fire Station property that has many deed use restrictions and also subject to utility easements for maintenance and management of a lift station.
Site Size	0.680± acres or 29,620± square feet per St. Johns County Property Appraiser (SJCPA).
Improvements	One and two story fire station building built in 1980 that contains a total of 3,666 square feet with 1,128 being heated and cooled and 2,538 square feet being open garage and storage areas.
Easement & Encroachments	Use Restrictions and utility easements for maintenance and management of a lift station.
Current Just Value	\$178,253
Current Taxes	\$2,517.52 (Property is County owned and tax exempt).
Zoning	PUD, Planned Unit Development by St. Johns County; Future Land Use is RES-C.
Highest & Best Use As Vacant	Development with community facility per Declaration of Restrictions recorded in OR Book 390, Page 368.
As Improved	Continued use of existing building as fire station or conversion to community facility per Declaration of Restrictions.
Marketing/Exposure Period	Around 6 to 12 months
Intended User	St. Johns County Land Management Systems
Dates of Value	As-Is Date of Inspection : January 26, 2019
Market Value	<b>\$176,000</b> Fee Simple Value

## **USE RESTRICTIONS**

The subject property located in St. Augustine Shores, Unit Four, shall be known and described as Community Facility Property, and said property and any building or structure erected thereon may only be used for the following purposes: federal, state, county and/or municipal government office; postal service office; public library; church; museum; art gallery or cultural center; meeting hall for public interest, charitable, governmental, religious or fraternal organizations; adult education center; outdoor playground; tot lots; swimming pool; conservation lands; wildlife areas; parks; or fire station. Said property and any building erected thereon shall not be used for regular or routine commercial business activity (although only charitable bazaars or other charitable activities may be permitted) or for any residential purposes, except that when said property is utilized for fire station facilities the following uses will be permitted: dormitory and kitchen facilities; underground refueling tanks, provided same conform and comply with governmental regulations.

## **APPRAISAL REPORT**

Appraisal Report: A written report prepared under USPAP Standards Rule 2 - 2 (a).

## **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to provide the appraiser's best Market Value estimate of the fee-simple estate:

## **DEFINITION OF MARKET VALUE**

Market value is defined as being "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed and well advised, and each acting in what he considers his own best interest;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto;

- (5) and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate is defined as Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>1</sup>

<sup>1</sup> The Dictionary of Real Estate Appraisal, Sixth Edition, published by the Appraisal Institute, 2015.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

Liability for this appraisal assignment is limited only to the extent of the fee collected.

CLIENT: St. Johns County Land Management Systems

APPRAISER: Ronald S. Crouse, ASA  
State-Cert. Gen. Appr. RZ670

SUBJECT: Fire Station property that has many deed restrictions and also subject to utility easements for maintenance and management of a lift station located in St. Augustine Shores, St. Augustine, St. Johns County, Florida 32086.

### **INTENDED USE OF REPORT**

The intended use of this appraisal is to estimate fee-simple market value of the subject property for potential sale of subject property.

### **INTENDED USERS OF REPORT**

This report is intended for use only by our client St. Johns County Land Management Systems for the above stated use.

### **INTEREST VALUED**

Market value of the subject property in Fee Simple, as requested by the client.

## **APPRAISAL PROBLEM**

The appraisal problem is to estimate the market value as previously defined of the subject property.

**DATE OF INSPECTION:** January 26, 2019

**DATE OF REPORT:** February 15, 2019

**EFFECTIVE DATE OF VALUE:** January 26, 2019

## **SCOPE OF WORK (Extent of Process of Collecting, Confirming and Reporting Data)**

The most recent update of USPAP (effective January 1, 2018) includes a “Scope of Work Rule”. This rule states, in part, that “for each appraisal, appraisal review, and appraisal consulting assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report”.

Scope of Work is defined in USPAP as “the type and extent of research and analysis in an assignment”. In practical terms, it is work that an appraiser performs to develop his or her opinion of value or whatever conclusion for which the assignment calls. This section of the report allows the appraiser to explain the extent of research and analysis used to complete this assignment.

To complete this assignment...

- We inspected the subject; photographs were taken.
- We determined the subject’s zoning and future land use classifications.
- We determined the availability of municipal utilities.
- We considered supply and demand factors in the area.
- We concluded that the Highest and Best Use for the subject is for continued use of existing building as fire station or conversion to community facility per Declaration of Restrictions.

- A search was conducted for sales of land similar to the subject. The sales were physically inspected and mapped. Zoning and Land Use was determined. The deeds were read and the sales were confirmed through parties to the transactions or aware of the transaction details, if possible. The sales were reduced to a price paid per square foot and were compared to the subject.
- The value of the subject site was estimated based on this market data.

#### Hazardous Material

The appraiser lacks the knowledge and experience with respect to the detection and measurement of hazardous substances. Therefore, this assignment does not cover the presence or absence of such substances as discussed in the Underlying Assumptions and Limiting Conditions section of this report. However, any known hazardous substances affecting the property will be reported and any impact on value discussed.

#### Current Use

The subject property is currently used as a St. Johns County Fire Station.

#### Competency Provision

The appraiser or appraisers signing this report comply with the competency provision for this type property.

### **AREA DATA**

See addendum for area data

### **DESCRIPTION OF THE NEIGHBORHOOD**

The subject property is located along Shores Blvd in the St. Augustine Shores Subdivision just east of US Highway 1 and south of downtown St. Augustine, St. Johns County, Florida. This location is in a growing area of St. Johns County due to proximity to Jacksonville employment centers, Interstate 95 and downtown St. Augustine. The subject site is a five minute drive from downtown St. Augustine, and about 30 minutes from the commercial and office nodes of south Jacksonville.

The area immediately around the subject site is predominantly residential with many complimentary commercial uses nearby. There are several new commercial and residential developments recently approved or in the permitting stages that are located within a short distance from the subject property and several commercial and industrial developments north and east of the subject site.

Public water and sewer are available in this area, electricity is provided by Florida Power and Light and telephone service by BellSouth. This unincorporated County area is controlled by both the Future Land Use Plan and the St. Johns County Zoning Ordinance. See the Zoning Section of this report for more detail. In general, most services such as shopping, churches, medical services and other personal needs are available just a few minutes' drive north, to the City of St. Augustine.

Based on several recent land sales and current listings, demand for vacant land and land values in this area are expected to continue to increase in the foreseeable future.

## **INTRODUCTORY DESCRIPTION OF THE SUBJECT PROPERTY**

### Location

448 Shores Blvd, St. Augustine, St. Johns County, Florida. It is located along the northeast side of Shores Blvd about 150 feet north of Casuarina Circle and east of US Highway 1 within the St. Augustine Shores Subdivision.

### Size/Shape

The subject is slightly irregular shaped and contains about 0.680± acres or about 29,620 square feet per St. Johns County Property Appraisers.

### Utilities

All public utilities are connected to the site including electricity, telephone, water and sewer service. The site also has trash pickup, cable TV, and police and fire protection.

### Access/Parking

Access to the site is provided by its frontage along Shores Blvd. Parking is considered adequate.

### Restrictions, Encumbrances, etc.

See Use Restrictions detailed on Page 5 of this report and the Declaration of Restrictions recorded in OR Book 390, Page 368 located in the addendum.

Also, the property is encumbered with utility easements for management and maintenance of utility lines and lift station located near northeast corner of the property.

### Topography

The site is at road grade, mostly and appears level throughout. At time of inspection the site appeared to have adequate drainage. There were no reports or visible adverse conditions which would affect its marketability.

### Flood Zone Data

The subject property is identified on Flood Insurance Rate Map, Community Panel No. 12109C0383J map revised on December 7, 2018, and appears to be located in Zone X. Zone X denotes areas that are above the 0.2% flood elevation. If there is further question concerning the flood hazard for the subject, the appraiser recommends a topographical survey to determine the exact flood zone boundaries, since this is beyond our expertise.

### Site Improvements

Site improvements include paved driveway, parking areas and walkways, flag pole and average landscaping.

### Building Improvements

One and two story fire station building built in 1980 that contains a total of 3,666 square feet with 1,128 being heated and cooled and 2,538 square feet being open garage and storage areas. There is also an open exterior staircase to the 2<sup>nd</sup> story.

The exterior of the building is concrete foundation, painted concrete block walls and asphalt shingle gable roof, vinyl soffits, aluminum gutter and downspouts. The interior garage area is concrete floors and painted concrete block walls. The finished heated and cooled interior is concrete, tile and carpet floors, painted sheetrock walls and ceilings.

### Summary

In summary, the site has adequate size and access for use as a community facility per Declaration of Restrictions. There are photographs of the subject shown in the addendum.

## **LEGAL DESCRIPTION**

Please refer to Warranty Deed for legal description in the addendum.

## **RECORD OF OWNERSHIP**

The subject parcel is currently identified on the St. Johns County Tax Roll as follows:

St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

The property was transferred to the current owner by Warranty Deed in 2004. There have been no arm's length transfers in the last five years.

## **ASSESSMENT AND TAXES**

The subject parcels appears on the St. Johns County Tax Roll as follows:

Tax Parcel No.	284000 0003
Land Size	0.68 acres
Land - Just Value	\$64,800
Improvements - Just Value	\$113,453
Total Just (Market) Value	\$178,253
Taxes	(The property is County owned and tax exempt)

## **ZONING AND FUTURE LAND USE**

The subject parcel is within a PUD, Planned Unit Development zoning district, as designated by St. Johns County. This district is intended for mainly single family residential development amongst other uses.

For a list of all permitted uses, along with those requiring special exceptions for this zoning designation are listed in the addendum of this report. Also in that section is a presentation of minimum lot and yard setback requirements.

Based on the requirements as presented, along with the physical characteristics of the subject property, the existing use is considered to be a legal conforming use.

The St. Johns County Future Land Use Plan Map designates the subject property in an area classified as Residential C. This district is intended for mainly single family residential development.

Concurrency relates to the capability of services to handle increased demand brought on by the development of the subject. As such, concurrency issues cannot be precisely determined until or unless a development plan is analyzed.

Based on all of the above, the subject property is considered to be developable for any otherwise legal use.

## **MARKETABILITY**

The subject is located just south of downtown St. Augustine in the St. Augustine Shores community. It is a typically sized small community facility site in the neighborhood. The subject site is compatible with the neighborhood, and demand for this type property is average in this location.

## **EXPOSURE TIME AND MARKETING PERIOD**

### **“Marketing Period” is defined as follows:**

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.
- The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.
- A sale will be consummated under the terms and conditions of the definition of market value.

### **“Exposure Time” is defined as follows:**

Exposure time is a “retrospective” opinion, looking back (from the effective date) to the beginning of the “hypothetical” process of selling the asset, so that the sale would have been consummated on the “effective date” of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 6 to 12 months at or near the appraised value. It is our opinion that a 6 to 12 month exposure time is adequate for the subject property.

## **HIGHEST AND BEST USE**

The value of real estate is directly related to the use to which it can be put. It follows that a particular parcel may have several different value levels, depending on the use being considered. Accordingly, the subject is appraised under its highest and best use.

Highest and Best Use is defined as “the reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.”<sup>2</sup>

<sup>2</sup> The Appraisal of Real Estate, 14th Ed., Appraisal Institute, 2013

Highest and Best Use is shaped by competitive forces within the market where the property is located. It is an economic study of market forces, focused on the subject property. The benefit that an amenity may contribute to the development of a community is not considered in the appraiser's analysis of Highest and Best Use.

In the analysis of Highest and Best Use, four major factors are taken into consideration. A Highest and Best Use must be legally permissible, physically possible, financially feasible, and be maximally productive.

## **HIGHEST AND BEST USE OF THE SITE, AS VACANT**

### Legal Use

This factor takes into consideration the uses allowed by applicable zoning regulations and governmental land use plans, as well as limitations placed on the property by deed and/or plat restrictions. **The subject property can only be developed as a Community Facility per the Declaration of Restrictions recorded in OR Book 390, Page 368 in the public Records St. Johns County Florida. (See Use Restrictions on Page 5)**

The lot exceeds development minimums as to size and frontage and would conform to zoning size requirements. The appraiser is unaware of any other legal development restrictions other than those noted.

### Physical Limitations

This factor takes into consideration the physical characteristics of the site and its capability of meeting development requirements as to size, open space, and retention areas. It also considers the type and size of a development for which the site is capable of supporting and its ability to harmoniously co-exist with established land uses in the surrounding area. The subject has adequate size for commercial facility development and has good visibility within the St. Augustine Shores subdivision.

### Financial Feasibility and Maximal Productivity

Any of the legally permissible physically possible uses which would have a value in excess of its total development costs would be financially feasible. The use which generates the greatest value in excess of cost is said to be maximally productive. Regardless of possible uses allowed by zoning, the physical capability of the site to support a proposed use and the suitability of a proposed use in relation to surrounding land use trends, if there exists in the marketplace insufficient demand for that use, and then it cannot be considered an appropriate Highest and Best Use.

We can determine no alternative use which would yield a greater value. We conclude then that the highest and best use of the land, as vacant, is for non-residential facility development considering the allowed uses as per deed restrictions.

## **HIGHEST AND BEST USE AS IMPROVED**

The analysis of highest and best use as improved is applied in the same way as for the land, but within the parameters set by the existing improvements.

The subject is a fire station.

### Legal Uses

The current use conforms to zoning and land use requirements. The building and the property is currently legal and conforming.

### Physical Limitations

This factor takes into consideration the physical characteristics of the existing improvements and its capability of meeting the highest and best use requirements of the site as vacant.

The fire station building is adequate for its current use or conversion to another community facility building that is allowed by the Use Restrictions. We could determine no cost-effective modifications that could be done to enhance its functional utility or value at this time.

### Financial Feasibility and Maximal Productivity

Any of the legally permissible physically possible uses which would have a value in excess of its total development costs would be financially feasible. The use which generates the greatest value in excess of cost is said to be maximally productive. Regardless of possible uses allowed by zoning, the physical capability of the site to support a proposed use and the suitability of a proposed use in relation to surrounding land use trends, if there exists in the marketplace insufficient demand for that use, and then it cannot be considered an appropriate Highest and Best Use.

The subject property is a community facility containing about 0.68 acres. It is located just east of US Highway 1 in the St. Augustine Shores Subdivision. This is an area of mostly residential uses that are supported by community facilities such as the subject property. We can determine no alternative use which would yield a greater value.

## **HIGHEST AND BEST USE CONCLUSION**

We conclude then that the highest and best use of the land, as vacant, is for future non-residential facility development.

The highest and best use, as improved, is for continued use of existing building as fire station or possible conversion to community facility per Declaration of Restrictions.

## **VALUATION PROCESS**

Traditionally, three approaches may be used to arrive at an estimate of market value; the Sales Comparison, Cost and Income Capitalization Approaches. In the appraisal of properties with use restrictions such as the subject, the Sales Comparison Approach of other community facility properties is generally relied upon, as it will be in this case. The principle of the Sales Comparison Approach is that the typical buyer will not pay, nor would the typical seller expect to obtain, a price for the property higher than an equally desirable substitute would command. In applying this method, recent sales of other community facility properties are examined and compared with the subject, making appropriate adjustments for differences. The sales are reduced to the price paid per square foot of building including land, a unit of comparison commonly used by buyers, sellers, brokers, etc.

## **SALES COMPARISON APPROACH**

In estimating the subject land value, the sales comparison approach was used, as defined in The Dictionary of Real Estate Appraisal, page 268:

"A set of procedures in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sale prices of the comparables."

We have researched sales databases for transactions involving other community facility properties in the area of the subject property. Recent sales are very limited, but we identified three that we considered to be reasonably similar to the subject. These sales are relatively good indicators of the value of the subject property. These sales are fully detailed in the Addendum and are presented on the next page in a grid format for comparison with the subject.

**Relative Comparison Analysis:**

A qualitative technique for analyzing comparable sales; used to estimate whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived. This was the method used for the analysis of the subject property.

## SALES ADJUSTMENT GRID

<b>Sale Number</b>	<b><u>Subject</u></b>	<b><u>Sale 1</u> 4506/805</b>	<b><u>Sale 2</u> 18236/631</b>	<b><u>Sale 3</u> 18201/2258</b>
Sale Date	1/19	2/18	12/17	11/17
Sale Price		\$370,000	\$255,000	\$430,000
Property Rights		Fee	Fee	Fee
Financing		Cast to seller	Cash to seller	Cast to seller
Cond. of Sale		Normal	Normal	Normal
Market Condition		N/A	N/A	N/A
Adjustments		-0-	-0-	-0-
Building Size	3,666 s.f.	3,141 s.f.	4,008 s.f.	4,836 s.f.
Building Use		Grace Learning Academy	Recreation/Day Care	Day Care
Adj. Price / Sq.Ft.		\$118	\$64	\$89
<b>ADJUSTMENTS</b>				
LOCATION	448 Shores Blvd St. Augustine St. Johns County	2665 Old Moultrie Rd St. Augustine St. Johns County	3993 San Jose Dr Jacksonville Duval County	5230 Laventura Dr Jacksonville Duval County
<b>ADJUSTMENT</b>		<b>Superior</b>	<b>Similar</b>	<b>Similar</b>
LAND SIZE	29,620± sq.ft.	43,560± sq.ft.	21,780 sq.ft.	22,050 sq.ft.
<b>ADJUSTMENT</b>		<b>Similar</b>	<b>Similar</b>	<b>Similar</b>
TOTAL BLDG. SIZE	3,666 sq.ft.	3,141 sq.ft.	4,008 sq.ft.	4,836 sq.ft.
<b>ADJUSTMENT</b>		<b>Similar</b>	<b>Similar</b>	<b>Similar</b>
QUALITY	Average	Average	Average	Average
<b>ADJUSTMENT</b>		<b>Similar</b>	<b>Similar</b>	<b>Similar</b>
<b>FINISHED AREA</b>	<b>31%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
		<b>Superior</b>	<b>Superior</b>	<b>Superior</b>
AGE/CONDITION	Average	Average	Fair	Average
<b>ADJUSTMENT</b>		<b>Similar</b>	<b>Inferior</b>	<b>Similar</b>
USE RESTRICTIONS	Yes	No	No	No
<b>ADJUSTMENT</b>		<b>Superior</b>	<b>Superior</b>	<b>Superior</b>
<b>Subject Overall Value Indication</b>		<b>Much Lower</b>	<b>Lower</b>	<b>Much Lower</b>

## **RELATIVE COMPARISON ANALYSIS:**

### Property Rights

All of the comparable sales transferred absolute ownership. The sales were sold in fee simple, or the leases appeared to be at market rates, and thus there was no leasehold value. Therefore, no adjustments for property rights were required.

### Financing Terms

All of the comparable sales had market oriented financing, or were cash transactions. Although the interest rates varied for the properties that were financed, there was no evidence that financing influenced sale prices. By comparing these sale prices and properties, it was ascertained that financing had no measurable influence to the sale prices of the comparables.

### Conditions of Sale

According to our investigation, all of the sales were arm's length transactions, with no unusual conditions that might affect sale prices. Therefore, no adjustment was necessary for conditions of sale.

### Market Conditions

In tracking market conditions through time for the subject industry in the marketing area of the subject, market trends for the past two years were observed. All three sales are recent sales and no measurable depreciation or appreciation was detected in this short time period.

As previously discussed, truly comparable sales of properties with such extensive Use Restrictions and easement encumbrances were non-existent in the area. However, we were able to find some sales of properties that have uses which would probably be allowed on this property based on current USE Restrictions. The most comparable sales available were utilized for comparison with the subject.

**SALE 1** - \$118 per square foot of building including land. This property is generally similar to the subject in all respects except for the following:

- **LOCATION** – The subject has a secondary location within a subdivision. The sale on a primary road and was considered superior warranting a minus adjustment. This adjustment is based on review of sites located in primary and secondary locations which showed a definite pattern of primary locations selling at a much higher rate than secondary locations.

- **FINISHED AREA –** The subject is around 31% finished. The sale is 100% finished. In order for the subject to be converted to an alternative allowed use it would require additional interior finish. The sale is considered superior warranting a minus adjustment
- **USE RESTRICTIONS -** As previously discussed the subject property has extensive Use Restrictions and easement encumbrances that the sale does not have. The sale is considered much superior indicating a minus adjustment. This adjustment is based on review of vacant and improved commercial sales and their zoning which indicated a diminished value for utility (use). The appraiser also compared these vacant sales to residential land sales within the subdivision. The commercial sites with less development (use) potential compared to residential sites within the subdivision reflected lower values than residential sales with no limitations. The sales with no limitations versus the sales with limitations showed a substantial variance in price per square foot compared to the residential sales. This analysis was used to support a minus adjustment to the sale.

**SALE 2** - \$64 per square foot of building including land. This property is generally similar to the subject in all respects except for the following:

- **CONDITION -** The sale was in fair condition at time of sale. The subject is in average condition. The sale was considered inferior to the subject indicating a positive adjustment to the sale.
- **FINISHED AREA –** The subject is around 31% finished. The sale is 100% finished. In order for the subject to be converted to an alternative allowed use it would require additional interior finish. The sale is considered superior warranting a minus adjustment
- **USE RESTRICTIONS –** As previously discussed the subject property has extensive Use Restrictions and easement encumbrances that the sale does not have. The sale is considered much superior indicating a minus adjustment. This adjustment is based on review of vacant and improved commercial sales and their zoning which indicated a diminished value for utility (use). The appraiser also compared these vacant sales to residential land sales within the subdivision. The commercial sites with less development (use) potential compared to residential sites within the subdivision reflected lower values than residential sales with no limitations. The sales with no limitations versus the sales with limitations showed a substantial variance in price per square foot compared to the residential sales. This analysis was used to support a minus adjustment to the sale.

**SALE 3** - \$89 per square foot of building including land. This property is generally similar to the subject in all respects except for the following:

- **FINISH AREA** – The subject is around 31% finished. The sale is 100% finished. In order for the subject to be converted to an alternative allowed use it would require additional interior finish. The sale is considered superior warranting a minus adjustment
- **USE RESTRICTIONS** - As previously discussed the subject property has extensive Use Restrictions and easement encumbrances that the sale does not have. The sale is considered much superior indicating a negative adjustment. This adjustment is based on review of sites and their zoning indicated a diminished value for utility (use). The appraiser also compared these sales to residential land sales within the subdivision. The sites with less development (use) potential compared to residential sites within the subdivision reflected lower value than residential sales with no limitations. The sales with limitations showed a substantial variance in price per square foot compared to the residential sales. This supported a minus adjustment to the sale.

Based on the preceding analysis the subject's price should be:

- Much less than Sale #1's price of \$118 per square foot of building including land.
- Less than Sale #2's price of \$64 per square foot of building including land.
- Much less than Sale #3's price of \$89 per square foot of building including land.

#### **INDICATED VALUE BY THE SALES COMPARISON APPROACH**

Varying degrees of emphasis were placed on all sales. All three sales are generally newer sales of properties that would most likely be allowed on the subject property. Based on this market evidence, we conclude that the estimated value of the subject is \$48 per square feet of building including land. The above comparisons, conclusions and value estimate results in the following valuation for the subject property:

$$3,666 \text{ s.f. @ } \$48 / \text{ s.f.} \quad = \quad \mathbf{\$176,000 (R)}$$

## **RECONCILIATION AND FINAL VALUE ESTIMATE**

According to The Appraisal of Real Estate, 14th addition, "Reconciliation is the analysis of alternative conclusions to arrive at a final value estimate".

## **SUMMARY SALES COMPARISON APPROACH**

Sufficient market data was available to employ the Sales Comparison Approach. Its final value indication is considered reflective of current market conditions. Based on the facts and data contained in this report, as well as my knowledge and appraisal experience, in my judgment, the estimated market value of the subject property, as of the date of this report is **\$176,000**.

## **ASSUMPTIONS AND LIMITING CONDITIONS**

### Type of Report:

This is an Appraisal Report: A written report prepared under USPAP Standards Rule 2 - 2 (a). The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

### Legal Matters:

The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee which is not used in violation of acceptable ordinances, statutes, or other governmental regulations.

### Unapparent Conditions:

The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:

Information and opinions furnished to the appraisers and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities that has been obtained through a verbal inquiry from the appropriate utility authority or has been ascertained from visual evidence is correct.

No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all license, consents, or other legislative or administrative authority from local, state or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or an original signature of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research or investigation.

The American with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct

evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is not for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

Liability for this appraisal assignment is limited only to the extent of the fee collected.

## IMPORTANT DEFINITIONS

### Definition of Market Value:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well-informed or well-advised, and acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

### **Definition of Fee Simple Estate or Interest:**

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015.)

### **Definition of Highest and Best Use:**

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition., by Appraisal Institute, 2015.)

The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied, is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both land as though vacant and property as improved must meet four criteria. The highest and best use must be 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive.

These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasibly impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

**VALUE AS IS:** The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

## **ADDENDUM**

Subject Location Map  
Subject Photos  
Subject Property Aerial  
Warranty Deed  
Declaration of Restrictions  
Zoning and Future Land Use  
Flood Map  
Area Data  
Comparable Vacant Sales  
Appraiser Qualifications



# LOCATION MAP



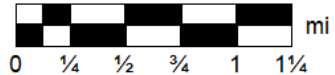
Data use subject to license.

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[www.delorme.com](http://www.delorme.com)



MN (6.8° W)



Data Zoom 12-0

**SUBJECT PHOTOS**



**SUBJECT FROM SHORES BOULEVARD**



**LOOKING WEST ALONG SHORE BOULEVARD**

**SUBJECT PHOTOS**



**FRONT VIEW**



**FRONT VIEW**

**SUBJECT PHOTOS**

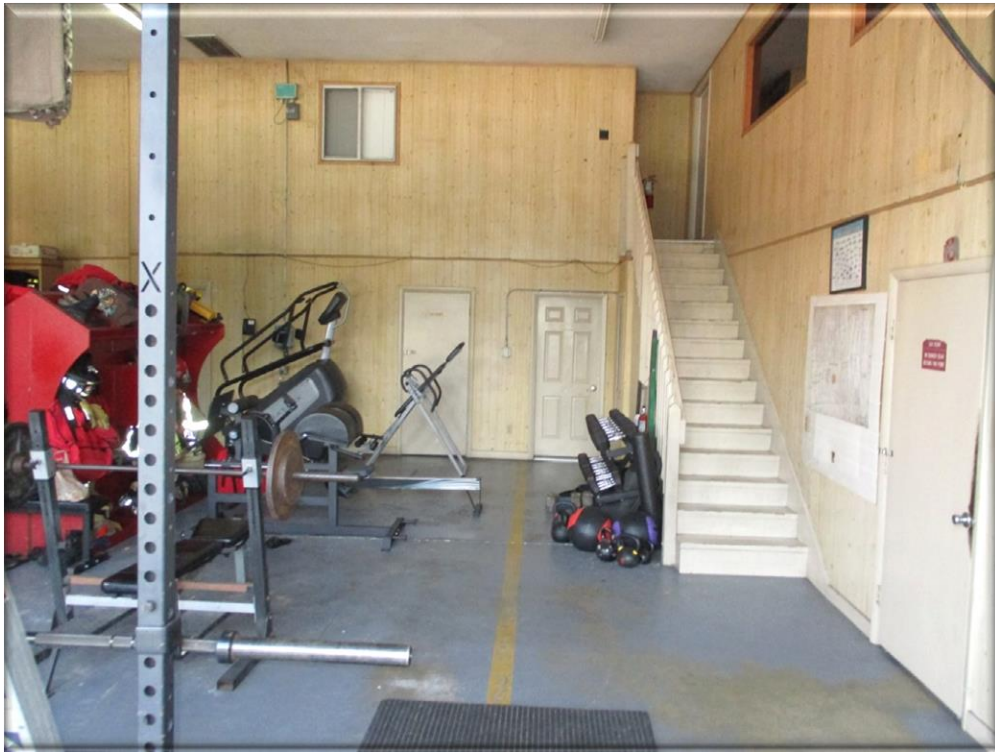


**SIDE VIEW OF BUILDING**

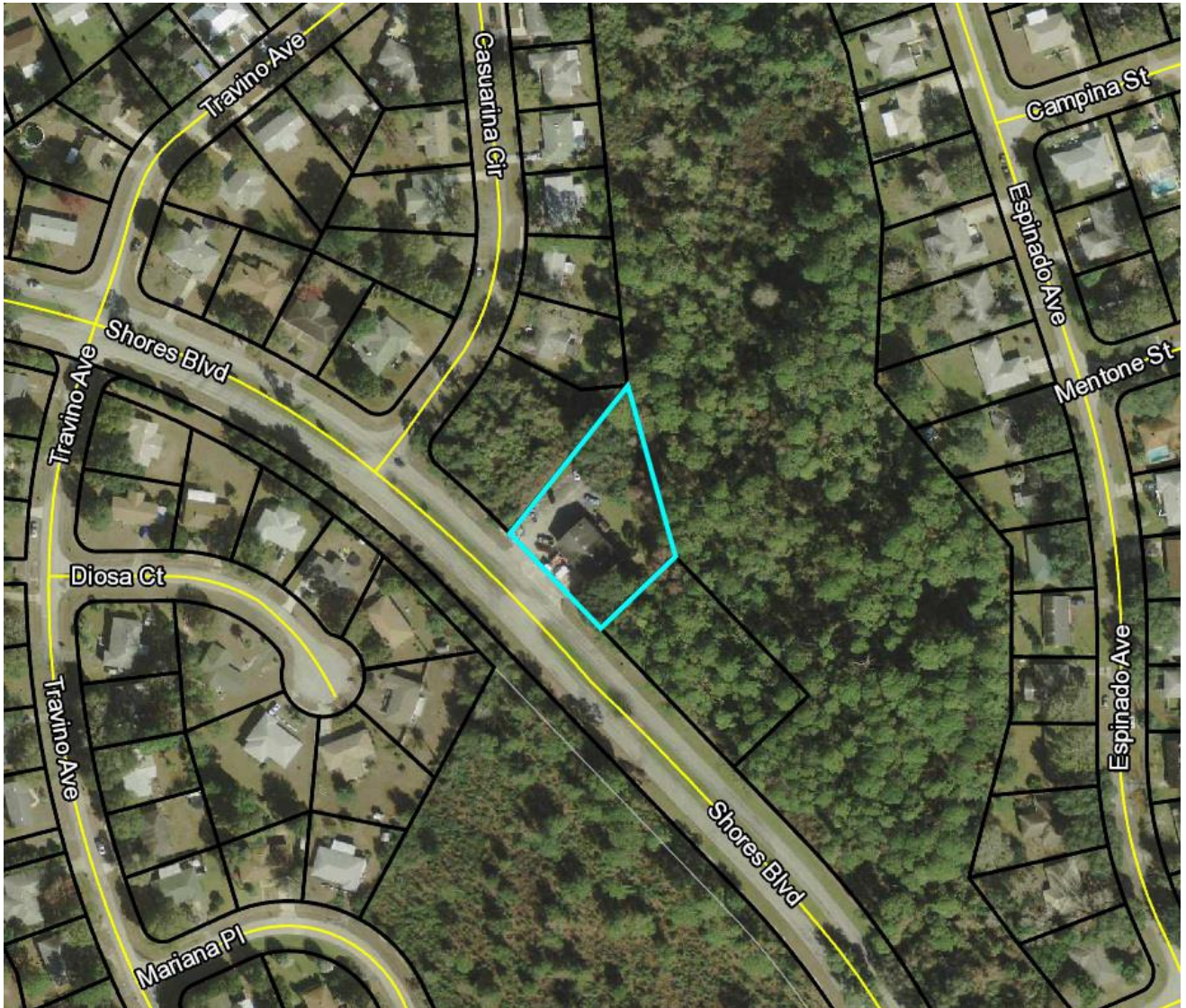


**BACK OF BUILDING**

**SUBJECT PHOTOS**



**TYPICAL INTERIOR OF THE BUILDING**



# SUBJECT PROPERTY

5  
8067

Public Records of  
St. Johns County, FL  
Clerk# 04-039766  
O.R. 2208 PG 769  
11:13AM 05/26/2004  
REC \$21.00 SUR \$3.00

Prepared by: St. Johns County  
Return to: Real Estate Division  
4020 Lewis Speedway  
St. Augustine, FL 32084

**WARRANTY DEED**

WARRANTY DEED, made and executed the 16<sup>th</sup> day of April, 2004 by ST. AUGUSTINE SHORES AREA VOLUNTEER FIRE DEPARTMENT, INC. whose address is 448 Shores Blvd., St. Augustine, Florida 32084, hereinafter called the Grantor, to ST. JOHNS COUNTY, FLORIDA, whose post office address is 4020 Lewis Speedway, St. Augustine, Florida, 32084, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Johns County, viz:

**SEE EXHIBIT "A" ATTACHED HERETO**

Parcel Account No. 284000-0003

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

TO HAVE AND TO HOLD, the same is fee simple forever. This deed is given and the property is conveyed upon condition that the property be used only as a Community Facility as per the Declaration of Restrictions recorded in Official Records Book 390, page 368 in the public records of St. Johns County, Florida.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

Forfeit - BCC Secty  
P. Degrande

OR2208PG 770

IN WITNESS WHEREOF, that said Grantor has signed and sealed these presents the day and year first above written.

Jean Schlievert  
Print Witness Name: Jean Schlievert

Roger L. Schlievert  
By: Roger L. Schlievert, President

Walter Gabel  
Print Witness Name: WALTER GABEL

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT was acknowledged before me this 6<sup>th</sup> day of April, 2004 by Roger L. Schlievert, President of St. Augustine Shores Area Volunteer Fire Department, Inc. who is personally known or who has produced a driver's license as identification.

Toni Garrison  
Notary



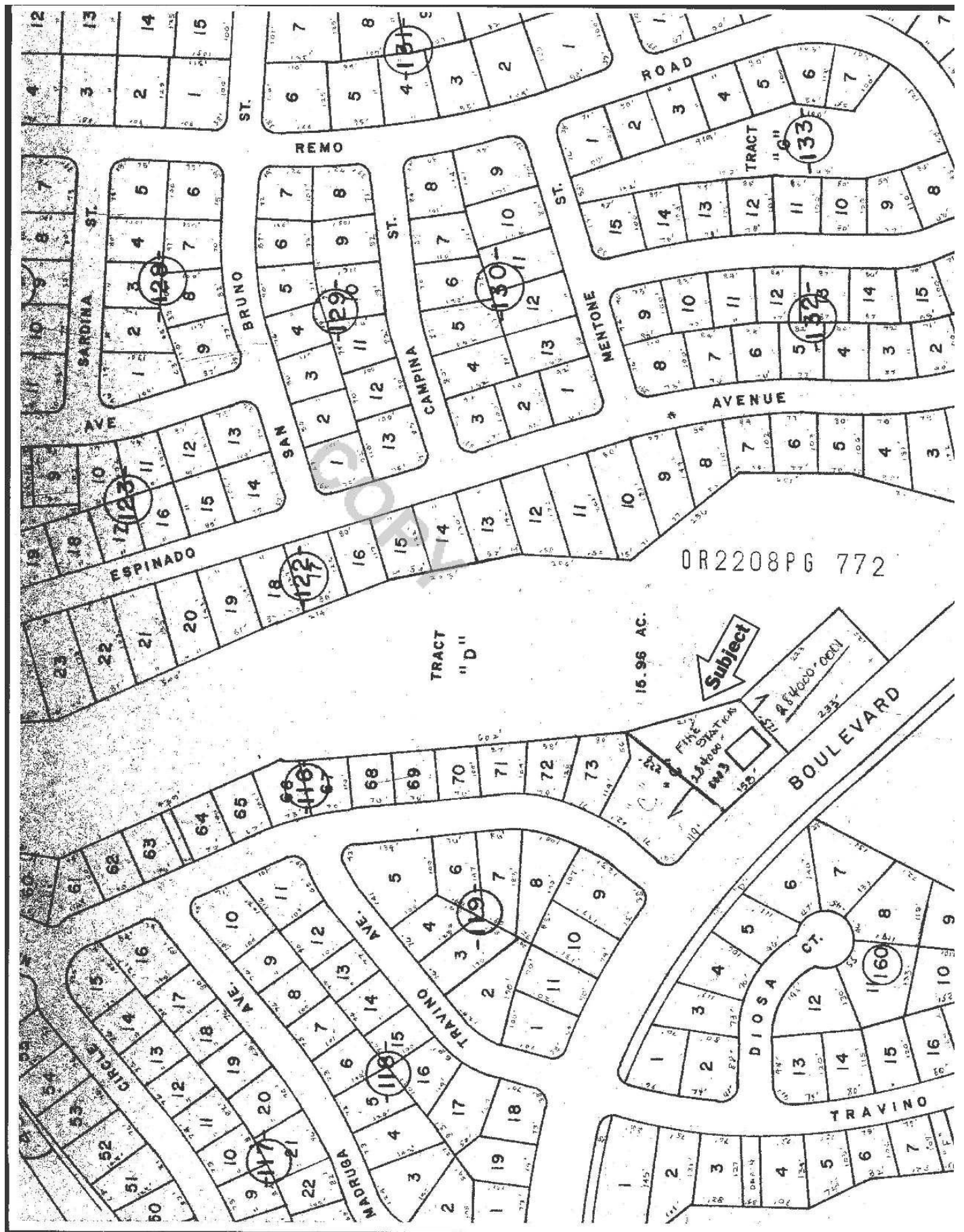
Toni Garrison  
Commission # CC 998734  
Expires March 19, 2005  
Bonded Through  
Atlantic Bonding Co., Inc.

**EXHIBIT "A"**

That certain parcel of land lying in and being part of Tract "C" of St. Augustine Shores Unit Four, according to the plat or map thereof, recorded in Map Book 13, pages 31 through 38, inclusive, of the public records of St. Johns County, Florida.

Being more particularly described as follows:

Commence at the centerline intersection of Shores Boulevard and Casuarinas Circle, as shown on said plat of St. Augustine Shores Unit Four, said intersection being a point on a circular curve concave to the southwesterly having a radius of 1099.65 feet; thence run southeasterly along said centerline and the arc of said curve through a central angle of 08 degrees, 38 minutes, 29 seconds a distance of 165.85 feet to the end of said curve; thence north 46 degrees, 00 minutes, 09 seconds east a distance of 50.00 feet to a point on the southwesterly boundary line of said Tract "C" and the point of beginning of the parcel of land hereinafter described; thence leaving said boundary line North 38 degrees, 26 minutes, 56 seconds east a distance of 227.84 feet to a northeasterly corner of said Tract "C"; thence south 15 degrees, 48 minutes, 36 seconds east along the northeasterly boundary line said Tract "C" a distance of 125.00 feet to a point on the southwesterly boundary line of said Tract "C"; thence north 43 degrees, 59 minutes, 51 seconds west along said southwesterly boundary line a distance of 158.26 feet to the point of beginning.



OR2208PG 772

TRACT "D"

15.96 AC.

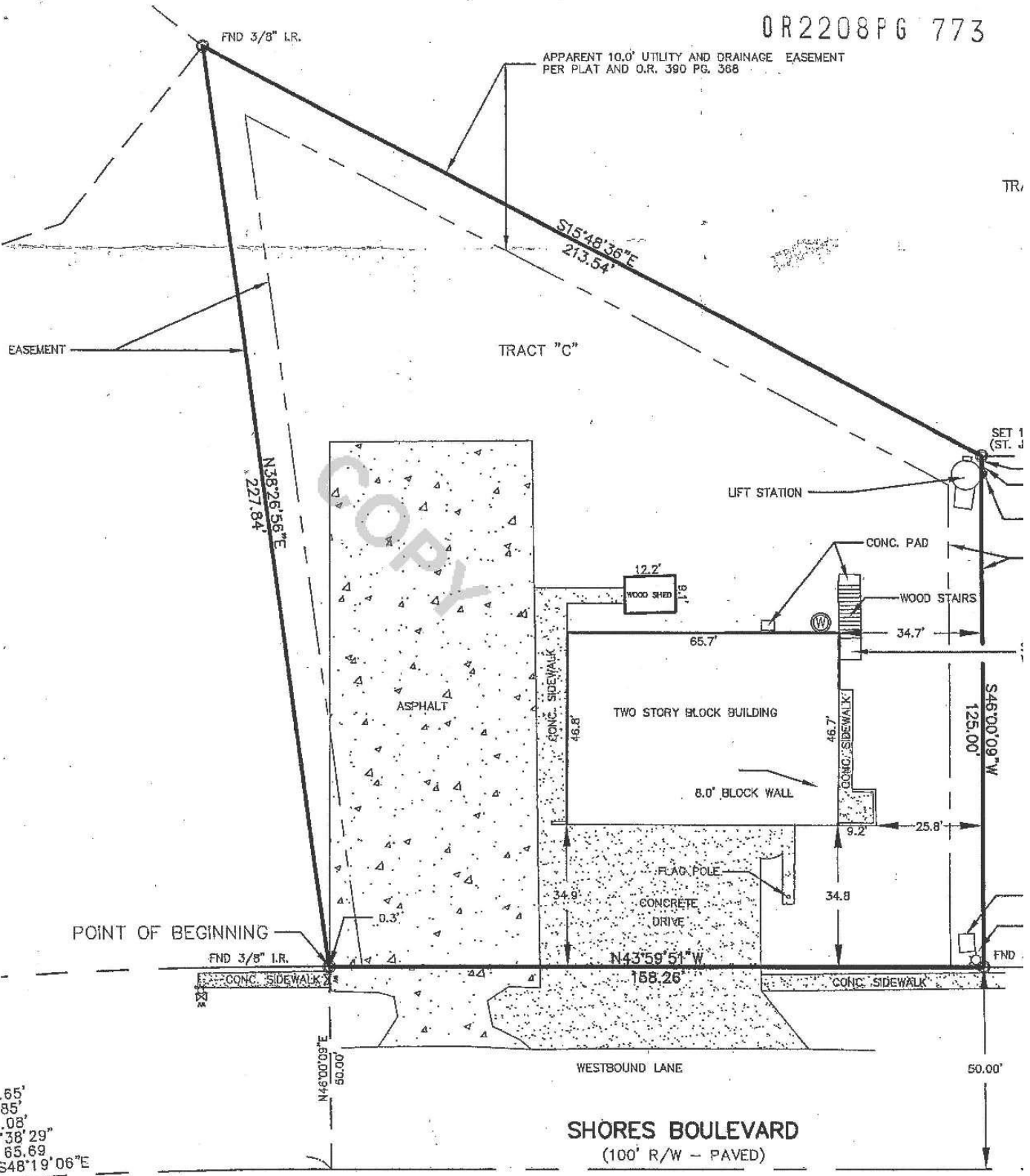
Subject

FINE START FOR 2.5 Acre

A 4000' OCEAN

APPARENT 10.0' UTILITY AND DRAINAGE EASEMENT PER PLAT AND O.R. 390 PG. 368

TR



FND 3/8" L.R.

S15°48'36"E  
213.54'

EASEMENT

TRACT "C"

N38°26'36"E  
227.84'

LIFT STATION

SET 1 (ST. J)

CONC. PAD

WOOD SHED

WOOD STAIRS

ASPHALT

TWO STORY BLOCK BUILDING

8.0' BLOCK WALL

FLAG POLE

CONCRETE DRIVE

POINT OF BEGINNING

FND 3/8" L.R.

N43°59'51"W  
158.26'

CONC. SIDEWALK

WESTBOUND LANE

SHORES BOULEVARD

(100' R/W - PAVED)

65'  
85'  
.08'  
38'29"  
65.69  
348°19'06"E

78 13277

This Instrument prepared by  
WILLIAM I. LIVINGSTON, Esq.,  
3250 S. W. Third Avenue  
Miami, Florida 33129

THE DELTONA CORPORATION' )  
a Delaware corporation )  
 )  
TO WHOM IT MAY CONCERN: )  
 )  
 )

OFF REC 390 PAGE 368

DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation,  
authorized to transact business in the State of Florida,  
hereinafter referred to as "The Subdivider" is the owner of the  
following described property, situate, lying and being in  
St. Johns County, Florida, to-wit:

That certain parcel of land lying in and being part  
of Tract "C" of St. AUGUSTINE SHORES UNIT FOUR, ac-  
cording to the Plat or Map thereof, recorded in Map  
Book 13, Pages 31 through 38, inclusive, of the  
Public Records of St. Johns County, Florida.

Being more particularly described as follows:

Commence at the centerline intersection of SHORES  
BOULEVARD and CASUARINAS CIRCLE, as shown on said  
plat of ST. AUGUSTINE SHORES UNIT FOUR, said  
intersection being a point on a circular curve con-  
cave to the southwesterly having a radius of 1099.65  
feet; thence run Southeasterly along said centerline  
and the arc of said curve through a central angle of  
08°38'29" a distance of 165.85 feet to the end of  
said curve; thence North 46°00'09" East a distance  
of 50.00 feet to a point on the Southwesterly bound-  
ary line of said Tract "C", and the POINT OF BE-  
GINNING of the parcel of land hereinafter described;  
thence leaving said boundary line North 38°26'56"  
East a distance of 227.84 feet to a Northeasterly  
corner of said Tract "C"; thence South 15°48'36"  
East along the Northeasterly boundary line of said  
Tract "C" a distance of 213.54 feet; thence South  
46°00'09" West a distance of 125.00 feet to a point  
on the Southwesterly boundary line of said Tract "C"  
thence North 43°59'51" West along said Southwesterly  
boundary line a distance of 158.26 feet to the Point  
of Beginning.

Containing 0.68 acres, more or less.

and,

WHEREAS, the above described property is not subject to  
any restrictions and limitations of record; and

WHEREAS, it is now desired by The Subdivider to place  
restrictions and limitations of record on the above described  
property and to limit the purposes for which the property  
shall be used.

NOW, THEREFORE, The Subdivider does hereby declare  
that: (1) the above described property hereinafter referred  
to as the "lot(s)" is restricted as hereinafter set forth;  
(2) all restrictions and limitations set forth hereinafter shall

SEE OFF REC NO. 515 PAGE 109 (RELEASE)

be accepted as part of the consideration for any agreement for deed or any deed of conveyance hereafter made pertaining to the above described property and shall be one of the express conditions thereof; and (3) the restrictions and limitations set forth hereinafter shall be covenants that run with the land.

Use Restrictions:

1.01 The above described portion of Tract C, located in ST. AUGUSTINE SHORES UNIT FOUR, shall be known and described as COMMUNITY FACILITY PROPERTY, and said property and any building or structure erected thereon may only be used for the following purposes: federal, state, county and/or municipal government office; postal service office; public library; church; museum; art gallery or cultural center; meeting hall for public interest, charitable, governmental, religious or fraternal organizations; adult education center; outdoor playground; tot lots; swimming pool; conservation lands; wildlife areas; parks; or fire station. Said property and any building erected thereon shall not be used for regular or routine commercial business activity (although only charitable bazaars or other charitable activities may be permitted) or for any residential purposes, except that when said property is utilized for fire station facilities the following uses will be permitted: dormitory and kitchen facilities; underground refueling tanks, provided same conform and comply with governmental regulations.

Setbacks:

2.01 No building or other structure shall be erected on the above described property unless and until full compliance with paragraph 9.01 herein, relating to their location and architectural and structural design have been approved in writing by the Architectural Design Committee, appointed from time to time by the St. Augustine Service Corporation, Inc., a nonprofit Florida corporation (hereinafter referred to as the Service Corporation).



Zoning Classifications (Districts)	
	Residential, Single Family 1 (RS-1)
	Residential, Single Family 2 (RS-2)
	Residential, Single Family 3 (RS-3)
	Residential, Single Family E (RS-E)
	Residential, General 1 (RG-1)
	Residential, General 2 (RG-2)
	Residential, Manufactured/Mobile Home (RMH)
	Residential, Manufactured/Mobile Home or Single Family (RMH(S))
	Planned Rural Development (PRD)
	Planned Special Development (PSD)
	Planned Unit Development (PUD)
	Town Center Mixed Use (TCMU)
	Commercial, General (CG)
	Commercial, Highway Tourist (CHT)
	Commercial, High Intensity (CHI)
	Commercial, Intensive (CI)
	Commercial, Neighborhood (CN)
	Commercial, Warehouse (CW)
	Commercial, Rural (CR)
	Office & Professional (OP)
	Airport Development (AD)
	Heavy Industrial (HI)
	Industrial, Warehousing (IW)
	Public Service (PS)
	Open Rural (OR)

# ST. JOHNS COUNTY ZONING MAP

<b>ARTICLE II</b> <b>ZONING DISTRICTS AND SPECIAL USES</b>
---

**PART 2.00.00 GENERALLY**

The purpose of this Article is to encourage and promote, in accordance with present and future needs, the public health, safety, morals, and general welfare of the citizens of the unincorporated area of St. Johns County, Florida. The districts and regulations contained herein are made in accordance with the Comprehensive Plan for St. Johns County and promote the orderly development of the County.

**PART 2.01.00 STANDARD ZONING DISTRICTS**

**Sec. 2.01.01 Intent**

The County is divided into districts of such number, shape, characteristics, area, common unity of purpose, adaptability, or Use as will accomplish the objectives of the Comprehensive Plan and this Code.

**Sec. 2.01.02 Establishment of Zoning Districts**

**A. Generally**

The unincorporated portion of St. Johns County shall be divided by this Code into zoning districts, the boundaries and designations of which shall be shown on a series of maps, covering in time the entire unincorporated area of St. Johns County, and identified as the Official Zoning Atlas of St. Johns County, hereafter Official Zoning Atlas.

**B. List of Zoning Districts**

<u>DISTRICT</u>	<u>ABBREVIATION</u>
Residential, Single Family	RS-E
Residential, Single Family	RS-1
Residential, Single Family	RS-2
Residential, Single Family	RS-3
Residential, General	RG-1
Residential, General	RG-2
Residential, Manufactured/Mobile Home	RMH
Residential, Manufactured/Mobile Home or Single Family	RMH (S)
Office & Professional	OP
Commercial, Neighborhood	CN
Commercial, Highway and Tourist	CHT
Commercial, General	CG
Commercial, Intensive	CI
Commercial, Rural	CR
Commercial, Warehouse	CW
Commercial, High Intensity	CHI
Town Center Mixed Use	TCMU
Industrial, Warehousing	IW

<u>DISTRICT</u>	<u>ABBREVIATION</u>
Heavy Industrial	HI
Open Rural	OR
Public Service	PS
Airport Development	AD
Planned Unit Development	PUD
Planned Rural Development	PRD

**Sec. 2.01.03 Official Zoning Atlas**

- A. The Official Zoning Atlas, together with all lawfully adopted explanatory material shown thereon or therewith, is hereby adopted by reference and declared to be part of this Code.
- B. Where the scale generally applicable to the basic atlas sheets or supplemental maps is inadequate for presentation of details in particular areas, such areas may be cross-referenced on the basic atlas sheets or supplemental maps to separate inset maps at the appropriate scale.
- C. Other supplements, in the form of maps, indices, guides, illustrations, records, reports, interpretive material and standards, may be officially adopted, directly or by reference, to facilitate administration and public understanding of the Official Zoning Atlas or of regulations adopted for the zoning districts or other division established thereby.

**Sec. 2.01.04 Zoning District Boundaries**

- A. For the special purposes set out below, where boundaries and designations are not shown directly on the basic atlas sheets, they may be indicated by overlays to such sheets or as separate maps. Such overlays or separate maps shall have the same force and effect as the basic atlas sheets.
- B. A district symbol or name shown within district boundaries in the Official Zoning Atlas indicates that district regulations pertaining to the district extend throughout the whole area surrounded by the boundary line, except as otherwise specifically provided.
- C. Where uncertainty exists as to boundaries of districts, or other areas delineated for regulatory purposes in the Official Zoning Atlas, the following rules shall apply:
  - 1. Boundaries indicated as approximately following the centerlines of streets, alleys, Rights-of-Way, or Easements shall be construed as following such centerlines as they exist on the ground (except where variation of actual location from mapped location would change the zoning status of a Lot or Parcel, in which case the boundary shall be so interpreted as to avoid such change). In the event of vacation, the boundary shall be construed as remaining in its location except where ownership of the vacated property is divided other than at the center, in which case the boundary shall be construed as moving with the ownership.
  - 2. Boundaries indicated as approximately following boundaries of streets, alleys, other public or private property lines, Rights-of-Way, or Easements shall be construed as following such boundaries, except where variation of actual location from mapped location would change the district status of a Lot or Parcel, in which

**Table of Allowable Uses in Zoning Districts**

Table 2.02.02

<b>Zone District Use Category</b>	<b>O R</b>	<b>R S E</b>	<b>R S 1</b>	<b>R S 2</b>	<b>R S 3</b>	<b>R G 1</b>	<b>R G 2</b>	<b>RM H</b>	<b>RM H (S)</b>	<b>O P</b>	<b>C N</b>	<b>C G</b>	<b>C H T</b>	<b>T C M U</b>	<b>C I</b>	<b>C R</b>	<b>C H I</b>	<b>C W</b>	<b>I W</b>	<b>H I</b>	<b>P S</b>	<b>A D</b>	<b>P U D</b>	<b>P R D</b>
Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Agricultural	A																					A	A	A
Cultural / Institutional	A									A	A	A	A	A		A						A	A	A
Neighborhood Business											A	A	A	A	A							A	A	A
General Business												A		A	A							A	A	
Town Center Mixed Use														A										A
High Intensity Commercial															A		A	A				A	A	
Highway Commercial													A	A								A	A	
Rural Commercial																A							A	A
Light Industrial																		A	A			A	A	
Heavy Industrial																				A		A	A	
Mining & Extraction	A																		A	A		A	A	A
Office & Professional										A	A	A		A	A							A	A	
Outdoor / Passive	A	A	A	A	A	A	A	A	A					A								A	A	A
Neighborhood Public Service	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
General Public Service														A			A	A	A	A	A	A	A	
Reg. Business & Commercial														A								A	A	
Reg. Cultural & Entertainment														A									A	
Solid Waste & Correct. Fac.	A																			A			A	

A - means the Use is allowable by right or by Special Use

**Sec. 2.02.03 Housing Types**

The Table below indicates the housing types allowed in each zoning district within St. Johns County. The housing types are arranged across the top. An "A" indicates that the Use is allowable by right, subject to the standards of this Code. A blank space indicates that the Use is prohibited.

HOUSING TYPE							
ZONING DISTRICTS	SINGLE-FAMILY	DUPLEX	MULTI-FAMILY	TOWNHOME	MANUFACTURED/MOBILE HOME	MANUFACTURED/MODULAR HOME	MANUFACTURED/MOBILE HOME PARK
OR	A				A	A	
RS-E	A					A	
RS-1	A					A	
RS-2	A					A	
RS-3	A					A	
RG-1	A	A	A			A	
RG-2	A	A	A			A	
RMH	A				A	A	A
RMH(S)	A				A	A	
OP	A*	A*				A*	
CN	A*	A*				A*	
CHT	A*	A*				A*	
CG	A*	A*				A*	
TCMU			A	A - Building Type II			
CI	A*	A*				A*	
CR	A*	A*				A*	
CHI	A*	A*				A*	
CW	A*	A*			A*	A*	
IW	A*	A*			A*	A*	
HI	A*	A*			A*	A*	
PS	A*				A*	A*	
AD	A				A	A	
PUD**	A	A	A	A	A	A	A
PRD**	A	A	A	A	A	A	A

**TABLE OF SPECIAL USES IN ZONING DISTRICTS**

TABLE 2.03.01

Special Use \ Zone District	OR	RE	RS1	RS2	RS3	RG1	RG2	RMH	RMH(S)	OP	CN	CG	TCMU	CHT	CI	CR	CHI	CW	IWI	HII	PS	AD
Alcoholic Beverages	S									S	S	S	A	S	S	S	S	S	S			S
Adult Uses															S		S	S	S			
Child & Adult Care	A	S	S	S	S	S	S	S	S	A	A	A	S	A	A	A			S	S		A
Horse & Ponies	A	S	S	S	S	S	S	S	S													A
Other Animals	A	S	S	S	S	S	S	S	S													A
Home Occupation	S	S	S	S	S	S	S	S	S													S
Manufactured/Mobile Home	A		S	S	S	S	S	A	A	S	S	S		S	S	S	S	A	A	A	A	S
Manufactured/Mobile Home Park								A	S													
Land Excavation/Borrow Area	S																	S	S	A	S	A
Solid Waste Facilities	S																				A	
Churches	A	S	S	S	S	S	S	S	S	A	A	A	S	A	A	A	S	S	S	S	S	A
Cemeteries/Mausoleums	A	S	S	S	S	S	S	S	S	S	S	S										A
Crematoriums										S		S			S	S	S	S				S
Off-Site/Unpaved Parking Lots	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	S
Personal Property/Mini-Warehouse										S	S	S		S	A	S	A	A	A			A
Private Schools	S	S	S	S	S	S	S	S	S	S	S	S	S			S						S
Two Family Dwellings		S	S	S	S	A	A	S	S	A	A	A		A	A	A	A	A	A			A
Marinas												S	S	A	A		A	A	A			S
Port															A		A	A	A	A		
Community Marina		S	S	S	S	S	S	S	S		S	A				S						
Correctional Facilities	S																				S	
Farm Worker Housing	S																					S
Psychics, Astrologists & Palmists										S	S	A	S	A	A	A	A	A	A			A
Special Care Housing	A	S	S	S	S	A	A	S	S													S
Bed & Breakfast Est.	S									S	S	A	A	A	A	A						A
Water & Wastewater Treatment Plants and Facilities	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	A	A	S
Antenna Towers	S	S	S	S	S	S	S	S	S	S	S	S		S	A	S	A	A	A	A	S	S
Recreational Vehicle Campgrounds															A	S	A	S	S	S		S

**TABLE OF SPECIAL USES IN ZONING DISTRICTS**

TABLE 2.03.01

Special Use \ Zone District	OR	RE	RS1	RS2	RS3	RG1	RG2	RMH	RMH(S)	OP	CN	CG	TCMU	CHT	CI	CR	CHI	CW	IWI	HI	PS	AD
	More than One Main Use Structure on a Residential Lot	S	S	S	S	S	A	A	S	S												
General Store	S										A	A		A	A	A						
Outdoor Firing Range	S																					
Vehicle Recycling Facilities																		S	S			
Kennels & Other Animal Boarding Facilities	S														A	A	A	A	A			S
Retreat	S													A	A	A						A
Fish Camps	S													A		A						
Household Animals	A	S	S	S	S	S	S	S	S													A
Truck Stops															S	S		S	S			
Electric Substations	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	A	A	S
Private Clubs	A									S	S	A		A	A	A						S
Single Family Residential	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A
Aircraft Landing Field	S																					
Veterinary Offices & Animal Hospitals	S										A	A	S		A	A	A	A	A			S
Recreational Vehicle/Boat Storage											S	S		A	A		A	A	A	A		
Commercial Recreation											A	A		A	A	A	S	S	S			
Convenience Store with or without gas pumps												A		A	A		S	S				
Restaurants with or without drive through										S		A		A	A	A	A	A				
Financial Institutions with or without drive through											A	A		A	A	A	S	S				
Bars and other similar facilities													S		S		S	S				
Electronic Game Promotions														S	S		S	S				
Indoor activities allowed by or on the premises of a licensed pari-mutuel permit holder; Adult Arcade Amusement Centers														S	A		A	S				
Composting and other Yard Waste Facilities	S																		S	A		
Car Wash Facilities												S		A	A	S	A	A				
Automobile Oil Change Facilities												S		A	A	S	A	A				
Tire Service Centers												S		A	A	S	A	A				



## TABLE OF SPECIAL USES IN ZONING DISTRICTS

TABLE 2.03.01

Special Use \ Zone District	OR	RE	RS1	RS2	RS3	RG1	RG2	RMH	RMH(S)	OP	CN	CG	TCMU	CHT	CI	CR	CHI	CW	IWI	HI	PS	AD
Social Assistance Centers	S									S	S	S	S	S	A	S	A	A	S	S	A	S
Outside Storage												S		A	A	S	A	A	A	A	A	A
Large Place of Assembly	S	S	S	S	S	S	S	S	S	S	S	S	S	A	A	S	S	S	S	S	S	S
A - means the Use is allowable by right																						
S - means the Use is allowable by Special Use																						

TABLE 6.01

SCHEDULE OF AREA, HEIGHT, BULK AND PLACEMENT STANDARDS							
Zoning Districts	Minimum Lot Widths	Minimum Lot Area	Maximum Lot Coverage by All Buildings	Floor Area Ratio	Impervious Surface Ratio	Min. Yard Req. ⊗ Front/ Side/Rear	Maximum Height of Structures ⊕
RS-E	150 feet ☼	1 acre ☼	20%	N/A	70%	30/20/20 feet	35 feet
RS-1	120 feet ☼	13,200 square feet ☼	25%	N/A	70%	30/10/15 feet	35 feet
RS-2	90 feet ☼	10,000 square feet ☼	30%	N/A	70%	25/8/10 feet	35 feet
RS-3	75 feet ☼	7,500 square feet ☼	35%	N/A	70%	25/8/10 feet	35 feet
RG-1 SF Dwellings	75 feet ☼	7,500 square feet ☼	25%	N/A	70%	25/8/10 feet	35 feet
RG-1 MF Dwellings	100 feet ☼	6,000 square feet ☼	25%	N/A	70%	20/10/20 feet	35 feet
RG-2 SF Dwellings	75 feet ☼	7,500 square feet ☼	35%	N/A	70%	25/8/10 feet	35 feet
RG-2 MF Dwellings	75 feet ☼	6,000 square feet ☼	Max. Height 35 feet - 27% 45 feet - 25% 55 feet - 23%	N/A	70%	20/10/10 feet	35 feet ◇ #
RMH (Manufactured/ Mobile Home Park)	100 feet @ entrance & 200 feet @ portion used for Mobile Home stands ☼	10 acres for Mobile Home Park and 2,500 square feet for each Mobile Home stand ☼	35%	N/A	70%	25/10/10 feet	35 feet
RMH (Manufactured/ Mobile Home Subdiv. and Mobile Home on Individual Lot)	200 feet for the Subdivision & 60 feet for individual Lots ☼	10 acres for the Subdivision & 6,000 square feet for each Mobile Home Lot ☼	35%	N/A	70%	20/8/10 feet	35 feet
RMH-S	75 feet ☼	7,500 square feet ☼	35%	N/A	70%	25/8/10 feet	35 feet
OP	N/A	N/A	N/A	50%	75%	15/5/10 feet	40 feet ◇ # +
CN	N/A	N/A	N/A	50%	70%	20/5/10 feet	35 feet
CHT	100 feet	15,000 square feet	N/A	50%	75%	15/15/15 feet	40 feet ◇ # +
CG	N/A	N/A	N/A	50%	70%	15/5/10 feet	40 feet ◇ # +
TCMU							
Bldg. Type I	N/A	N/A	N/A	80%	75%	Section 3.10.05.C. 1	40 feet @ +
Bldg. Type II	N/A	N/A	N/A	80%	75%	Section 3.10.05. C.2	40 feet @ +
Bldg. Type III	N/A	N/A	N/A	80%	75%	Section 3.10.05. C.3	40 feet @ +
CI	N/A	N/A	N/A	50%	75%	15/5/10 feet	40 feet ◇ # +
CHI	N/A	N/A	N/A	50%	75%	15/5/10 feet	40 feet ◇ # +
CR	N/A	N/A	N/A	50%	70%	15/5/10 feet	40 feet ◇ # +
CW	N/A	N/A	N/A	70%	75%	15/15/15	40 feet ◇ # +
IW	N/A	N/A	N/A	70%	75%	15/15/15 feet	None * # +

SCHEDULE OF AREA, HEIGHT, BULK AND PLACEMENT STANDARDS							
Zoning Districts	Minimum Lot Widths	Minimum Lot Area	Maximum Lot Coverage by All Buildings	Floor Area Ratio 	Impervious Surface Ratio 	Min. Yard Req. ⊗ Front/ Side/Rear	Maximum Height of Structures ⊕
HI	N/A	N/A	N/A	70%	75%	15/15/15 feet	None * # +
PS	N/A	N/A	N/A	N/A	75%	10/10/10 feet	None * # +
OR - Single Family Dwelling or Mobile Home	100 feet ☼	1 acre ☼	35%	N/A	70%	25/10/10 feet	35 feet
OR - All Other Uses	100 feet	1 acre	20%	N/A	75%	25/10/10 feet	None * # +
AD	N/A	N/A	N/A	70%	70%	10/5/10 feet	None * +

N/A = Not Applicable

☼ See Section 6.01.05 for Minimum Lot Area and Lot Width with use of septic tank and/or private well.

\* Maximum height of Structures within Airport Development District is regulated by Federal Aviation Regulations Part 77 and height/distance requirements in Airport Overlay District Part 3.04.00 and Height Regulation Part 6.07.00 of this Code.

◇ The Structure may exceed the prescribed maximum height. Five (5) feet additional setback shall be required for each five (5) feet of Structure height above the prescribed maximum height up to a maximum increase of twenty (20) feet.

# Maximum height of Structures in the Coastal Area is limited to thirty-five (35) feet.

+ Maximum height of Structures is thirty-five (35) feet unless protected with an automatic sprinkler system designed and installed in accordance with the latest edition adopted by the Florida Fire Prevention Code and NFPA 13.

⊗ Yard requirements may be modified by additional setback requirements for Lots adjacent to contiguous Wetlands contained in Section 4.01.06 of this Code.

⊕ Maximum height of Structures measured from established grade as provided in Height Regulation Part 6.07.00 of this Code.

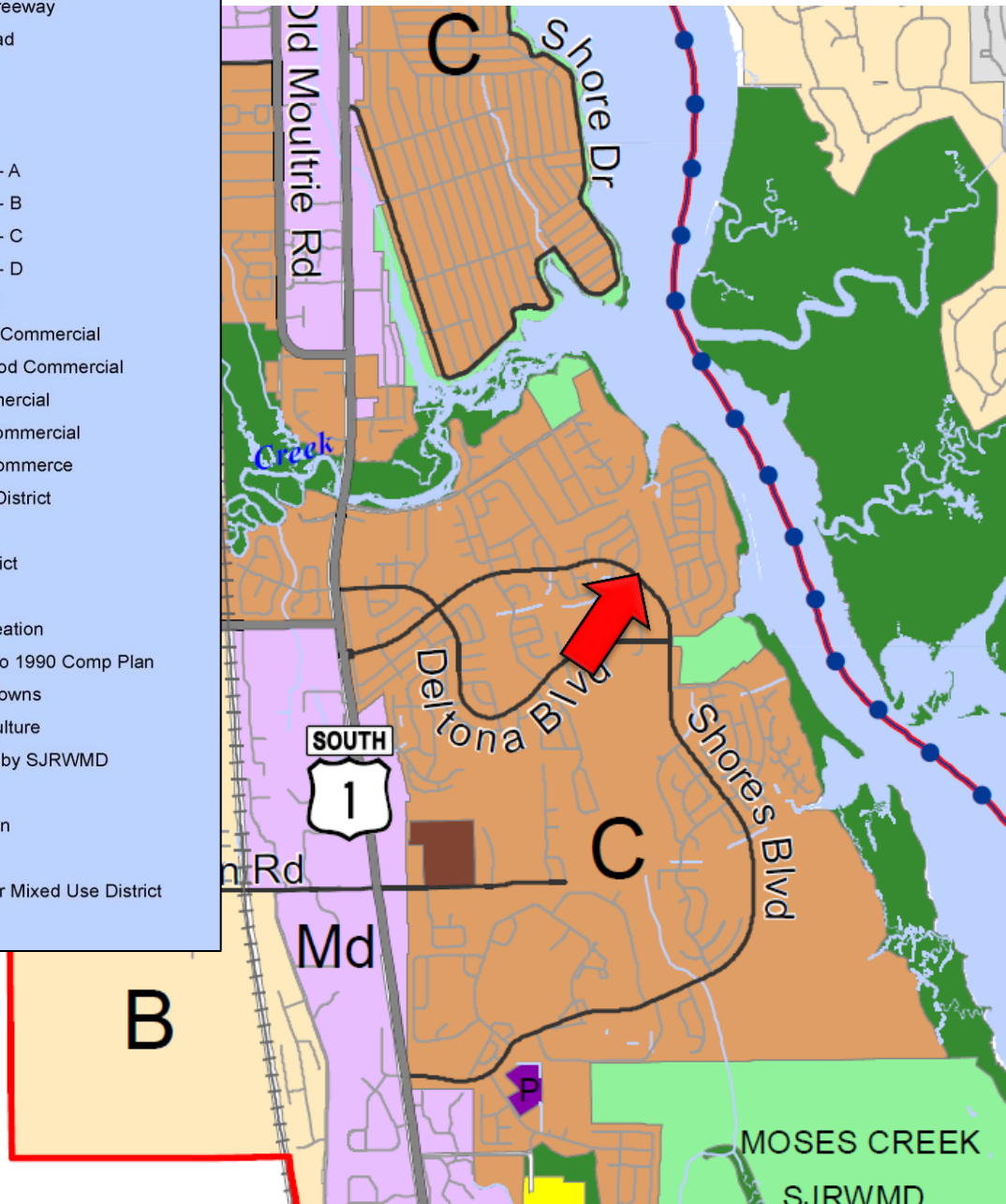
@ Maximum Height of Structures for TCMU – See Article III Part 3.10.00 Section 3.10.05.B

 Refer to Section 3.10.10 Incentives For Property Owners Who Restore and Preserve a Qualified Historic Structure

**Sec. 6.01.02 Reserved**

## Legend

- Coastal Corridor Boundary
- Development Areas
- Railway Line
- Interstate Freeway
- Primary Road
- Major Road
- Minor Road
- Local Road
- Residential - A
- Residential - B
- Residential - C
- Residential - D
- Commercial
- Community Commercial
- Neighborhood Commercial
- Rural Commercial
- Intensive Commercial
- Business Commerce
- Mixed Use District
- Industrial
- Airport District
- Public
- Parks/Recreation
- DRI - Prior to 1990 Comp Plan
- Cities and Towns
- Rural Silviculture
- R/S Owned by SJRWMD
- Agriculture
- Conservation
- New Town
- Town Center Mixed Use District

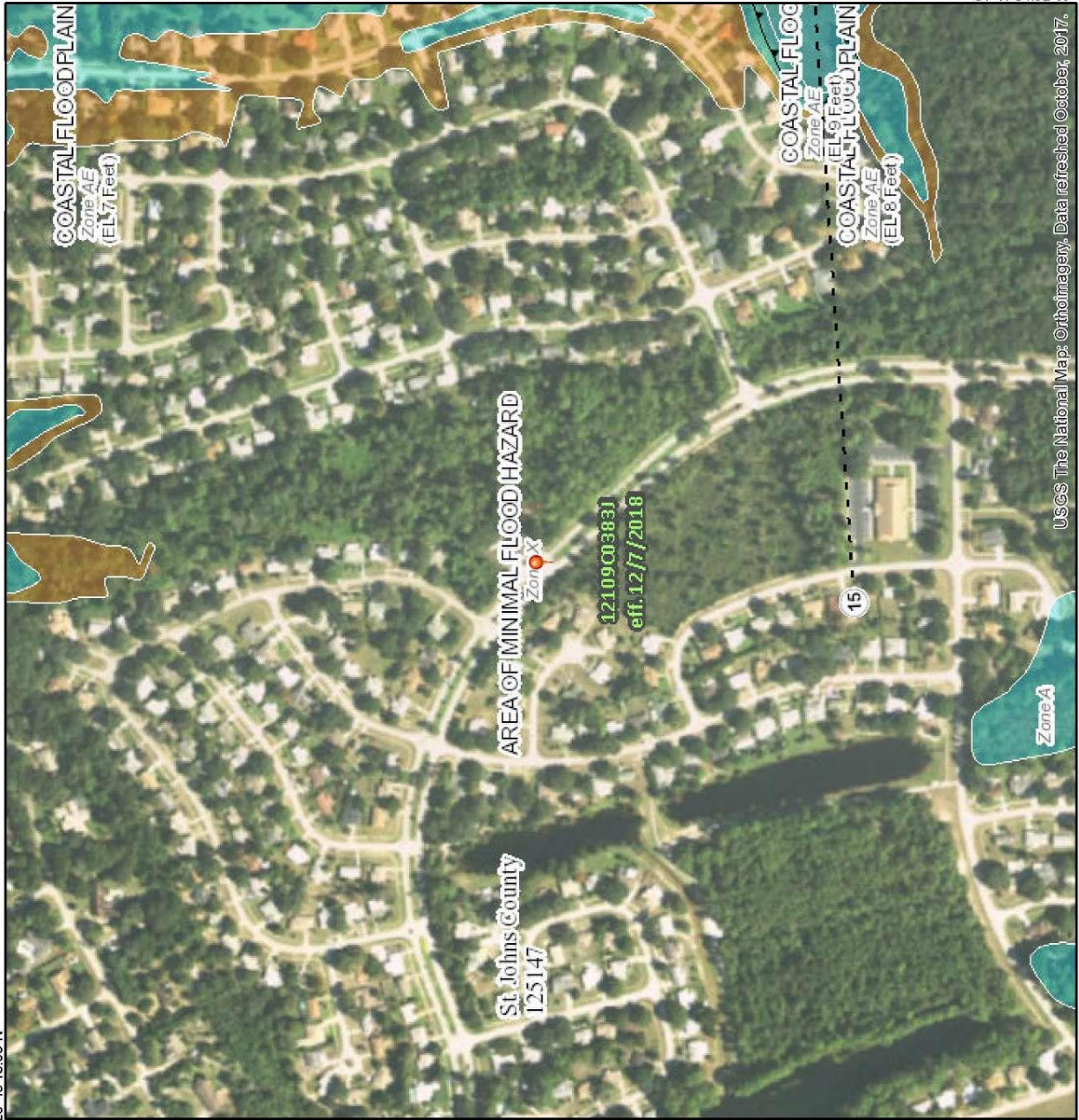


# ST. JOHNS COUNTY FUTURE LAND USE MAP

# National Flood Hazard Layer FIRMette



29°49'18.05"N  
81°18'32.28"W



USGS The National Map: ©The Imagery. Data refreshed October, 2017.



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, X
	With BFE or Depth Zone AE, AO, AH, VE, AP Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee, See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
	Effective LOMRS
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/22/2019 at 2:07:11 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# St. Johns County

Florida's 24th most populous county  
with 1.1% of Florida's population



## Population

Census Population	St. Johns County	Florida
1980 Census	51,303	9,746,961
1990 Census	83,829	12,938,071
% change 1980-90	63.4%	32.7%
2000 Census	123,135	15,982,824
% change 1990-00	46.9%	23.5%
2010 Census	190,039	18,801,332
% change 2000-10	54.3%	17.6%
Age		
% Under 18 years of age	23.1%	21.3%
% 65 years of age and over	15.7%	17.3%
Race & Ethnicity		
% White alone	89.3%	75.0%
% Black or African American alone	5.6%	16.0%
% Hispanic or Latino (of any race)	5.2%	22.5%
<b>Estimates and Projections</b>		
2018 Estimate	238,742	20,840,568
% change 2010-17	25.6%	10.8%
2020 Projection based on 2017 estimate	255,320	21,526,547
% change 2017-20	6.9%	3.3%
2025 Projection based on 2017 estimate	295,768	23,061,892
% change 2020-25	15.8%	7.1%
2017 Median Age	42.7	41.6

## Housing

Housing Counts	St. Johns County	Florida
Housing units, 2000 Census	58,008	7,302,947
Occupied	49,814	6,337,929
Owner-occupied	37,886	4,441,799
Renter-occupied	11,728	1,896,130
Vacant	8,394	965,018
Housing units, 2010 Census	89,830	8,989,580
Occupied	75,338	7,420,802
Owner-occupied	57,862	4,988,979
Renter-occupied	17,476	2,421,823
Vacant	14,492	1,568,778
<b>Units Permitted</b>		
1990	1,168	126,384
2000	2,484	155,269
2010	1,268	38,679
2011	1,491	42,360
2012	2,190	64,810
2013	2,801	86,752
2014	2,786	84,075
2015	3,026	109,824
2016	3,732	116,240
2017	4,476	122,719

## Density

Persons per square mile	St. Johns County	Florida
2000	202.2	296.4
2010	316.4	350.6
2018	397.4	392.7

## Population Characteristics

Language spoken at home other than English	St. Johns County	Florida
Persons aged 5 and over	8.2%	28.3%
Place of birth		
Foreign born	6.9%	19.9%
Veteran status		
Civilian population 18 and over	11.5%	9.4%

## Households and Family Households

Households	St. Johns County	Florida
Total households, 2000 Census	49,814	6,338,075
Family households, 2000 Census	34,103	4,210,760
% with own children under 18	42.5%	42.3%
Total households, 2010 Census	75,338	7,420,802
Family households, 2010 Census	52,223	4,835,475
% with own children under 18	42.8%	40.0%
Average Household Size, 2010 Census	2.49	2.48
Average Family Size, 2010 Census	2.95	3.01

Residence 1 Year Ago	St. Johns County	Florida
<b>Persons aged 1 and over</b>		
Same house	82.9%	83.9%
Different house in the U.S.	16.5%	15.1%
Same county in Florida	7.1%	9.2%
Different county in Florida	5.5%	3.1%
Different county in another state	3.9%	2.8%
Abroad	0.6%	1.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption. Census counts may be corrected for Census count Question Resolution (CQR).

## Employment by Industry

Number of Establishments	St. Johns County	Florida	Percent of All Establishments	St. Johns County	Florida
<b>2017</b>			<b>2017</b>		
All industries	7,274	679,976	All industries	7,274	679,976
Natural Resource & Mining	59	5,274	Natural Resource & Mining	0.8%	0.8%
Construction	732	88,218	Construction	10.1%	10.0%
Manufacturing	157	20,585	Manufacturing	2.2%	3.0%
Trade, Transportation and Utilities	1,354	139,467	Trade, Transportation and Utilities	18.6%	20.5%
Information	113	10,989	Information	1.6%	1.6%
Financial Activities	867	72,393	Financial Activities	11.9%	10.8%
Professional & Business Services	1,744	159,259	Professional & Business Services	24.0%	23.4%
Education & Health Services	760	72,778	Education & Health Services	10.4%	10.7%
Leisure and Hospitality	750	55,767	Leisure and Hospitality	10.3%	8.2%
Other Services	591	55,357	Other Services	8.1%	8.1%
Government	61	6,037	Government	0.8%	0.9%

Industries may not add to the total due to confidentiality and unclassified.

**Employment by Industry**

Average Annual Employment, % of All Industries, 2017	St. Johns County	Florida	Average Annual Wage 2017	St. Johns County	Florida
All industries	73,282	8,495,250	All industries	\$43,395	\$48,452
Natural Resource & Mining	0.7%	0.9%	Natural Resource & Mining	\$30,116	\$32,773
Construction	5.9%	5.9%	Construction	\$46,280	\$49,255
Manufacturing	4.8%	4.3%	Manufacturing	\$74,340	\$59,389
Trade, Transportation and Utilities	19.2%	20.5%	Trade, Transportation and Utilities	\$36,256	\$43,218
Information	0.6%	1.6%	Information	\$61,269	\$80,303
Financial Activities	4.9%	6.6%	Financial Activities	\$89,867	\$72,712
Professional & Business Services	10.5%	15.6%	Professional & Business Services	\$51,426	\$58,701
Education & Health Services	15.8%	14.8%	Education & Health Services	\$40,818	\$49,450
Leisure and Hospitality	20.0%	14.1%	Leisure and Hospitality	\$22,225	\$24,901
Other Services	4.8%	3.2%	Other Services	\$64,597	\$35,320
Government	13.1%	12.4%	Government	\$45,606	\$53,214

Industries may not add to the total due to confidentiality and unclassified.

**Labor Force**

Labor Force as Percent of Population Aged 18 and Older	St. Johns County	Florida	Unemployment Rate	St. Johns County	Florida
1990	68.1%	64.3%	1990	5.2%	6.1%
2000	70.1%	63.7%	2000	3.0%	3.7%
2010	67.8%	62.2%	2010	8.7%	11.1%
2017	69.1%	62.0%	2017	3.3%	4.2%

**Income and Financial Health**

Personal Income (\$000s)	St. Johns County	Florida	Per Capita Personal Income	St. Johns County	Florida
1990	\$1,979,244	\$260,093,568	1990	\$23,333	\$19,956
2000	\$4,892,405	\$477,315,998	2000	\$39,289	\$29,744
% change 1990-2000	147.2%	83.5%	% change 1990-00	68.4%	49.0%
2010	\$10,082,617	\$725,801,140	2010	\$52,723	\$38,511
% change 2000-10	106.1%	52.1%	% change 2000-10	34.2%	29.5%
2011	\$10,832,062	\$766,185,838	2011	\$55,243	\$40,120
% change 2010-11	7.4%	5.6%	% change 2010-11	4.8%	4.2%
2012	\$11,782,367	\$791,918,553	2012	\$58,306	\$40,944
% change 2011-12	8.8%	3.4%	% change 2011-12	5.5%	2.1%
2013	\$12,115,662	\$794,796,980	2013	\$57,837	\$40,582
% change 2012-13	2.8%	0.4%	% change 2012-13	-0.8%	-0.9%
2014	\$12,975,648	\$858,498,660	2014	\$58,528	\$43,146
% change 2013-14	7.1%	8.0%	% change 2013-14	2.9%	6.3%
2015	\$13,896,792	\$919,226,924	2015	\$61,334	\$45,352
% change 2014-15	7.1%	7.1%	% change 2014-15	3.0%	5.1%
2016	\$14,693,401	\$953,260,614	2016	\$62,513	\$46,148
% change 2015-16	5.7%	3.7%	% change 2015-16	1.9%	1.8%
2017	\$15,647,080	\$1,000,624,065	2017	\$64,177	\$47,684
% change 2016-17	6.5%	5.0%	% change 2016-17	2.7%	3.3%

Earnings by Place of Work (\$000s)	St. Johns County	Florida	Median Income	St. Johns County	Florida
1990	\$699,663	\$161,317,329	Median Household Income	\$69,523	\$48,900
2000	\$1,761,421	\$313,054,047	Median Family Income	\$89,193	\$59,139
% change 1990-2000	151.8%	94.1%			
2010	\$3,192,750	\$438,991,235			
% change 2000-10	81.3%	40.2%			
2011	\$3,284,143	\$450,502,115			
% change 2010-11	2.9%	2.6%			
2012	\$3,463,033	\$468,412,894			
% change 2011-12	5.4%	4.0%			
2013	\$3,602,096	\$482,900,406			
% change 2012-13	4.0%	3.1%			
2014	\$3,908,918	\$512,331,048			
% change 2013-14	8.5%	6.1%			
2015	\$4,272,757	\$545,122,402			
% change 2014-15	18.6%	12.9%			
2016	\$4,522,117	\$567,712,460			
% change 2015-16	15.7%	10.8%			
2017	\$4,975,959	\$596,159,864			
% change 2016-17	16.5%	9.4%			

Personal Bankruptcy Filing Rate (per 1,000 population)	St. Johns County	Florida	Educational attainment Persons aged 25 and older	St. Johns County	Florida
12-Month Period Ending Sept. 30, 2017	1.18	2.04	% HS graduate or higher	94.7%	87.2%
12-Month Period Ending Sept. 30, 2018	0.95	1.95	% bachelor's degree or higher	42.5%	27.9%
State Rank	47	NA			

Chapter 7 & Chapter 13

**Education**

Public Education Schools Traditional Setting (2017-18)	St. Johns County School District	Florida
Total (state total includes special districts)	42	3,206
Elementary	21	1,906
Middle	7	586
Senior High	9	714
Combination	5	507

**Quality of Life**

Crime	St. Johns County	Florida	Workers Aged 16 and Over	St. Johns County	Florida
Crime rate, 2017 (index crimes per 100,000 population)	1,658.6	2,989.5	Place of Work in Florida		
Admissions to prison FY 2016-17	290	28,783	Worked outside county of residence	42.1%	17.5%
Admissions to prison per 100,000 population FY 2016-17	126.2	140.5	Travel Time to Work		
			Mean travel time to work (minutes)	27.0	26.7

Reported County Government Revenues and Expenditures

Revenue 2015-16			Expenditures 2015-16		
	St. Johns County	Florida*		St. Johns County	Florida*
<b>Revenue 2015-16</b>			<b>Expenditures 2015-16</b>		
Total - All Revenue Account Codes (\$000s)	\$438,127.1	\$40,323,612.7	Total - All Expenditure Account Codes (\$000s)	\$389,871.59	\$38,724,729.62
Per Capita \$	\$1,889.16	\$2,097.46	Per Capita \$	\$1,770.08	\$2,014.29
% of Total	100.0%	100.0%	% of Total	89.0%	96.0%
<b>Taxes (\$000s)</b>			<b>General Government Services** (\$000s)</b>		
Per Capita \$	\$160,970.7	\$12,835,034.6	Per Capita \$	\$59,969.34	\$7,520,342.77
% of Total	36.7%	31.8%	Per Capita \$	\$272.27	\$391.18
<b>Permits, Fee, and Special Assessments (\$000s)</b>			<b>Public Safety (\$000s)</b>		
Per Capita \$	\$21,723.7	\$1,732,457.6	Per Capita \$	\$121,599.10	\$9,077,106.65
% of Total	5.0%	4.3%	Per Capita \$	\$552.08	\$472.15
<b>Intergovernmental Revenues (\$000s)</b>			<b>Physical Environment (\$000s)</b>		
Per Capita \$	\$50,711.7	\$4,079,466.6	Per Capita \$	\$65,716.13	\$4,450,581.04
% of Total	11.6%	10.1%	Per Capita \$	\$298.36	\$231.50
<b>Charges for Services (\$000s)</b>			<b>Transportation (\$000s)</b>		
Per Capita \$	\$136,056.7	\$12,526,050.9	Per Capita \$	\$38,776.54	\$4,573,528.57
% of Total	31.1%	31.1%	Per Capita \$	\$176.05	\$237.89
<b>Judgments, Fines, and Forfeits (\$000s)</b>			<b>Economic Environment (\$000s)</b>		
Per Capita \$	\$4,515.4	\$202,607.1	Per Capita \$	\$5,463.32	\$1,451,926.79
% of Total	1.0%	0.5%	Per Capita \$	\$24.80	\$75.52
<b>Miscellaneous Revenues (\$000s)</b>			<b>Human Services (\$000s)</b>		
Per Capita \$	\$8,683.8	\$908,143.1	Per Capita \$	\$12,336.69	\$3,212,191.93
% of Total	2.0%	2.3%	Per Capita \$	\$56.01	\$167.08
<b>Other Sources (\$000s)</b>			<b>Culture / Recreation (\$000s)</b>		
Per Capita \$	\$55,465.2	\$8,039,852.7	Per Capita \$	\$31,521.92	\$1,496,681.81
% of Total	12.7%	19.9%	Per Capita \$	\$143.11	\$77.85
			% of Total	7.2%	3.7%
			<b>Other Uses and Non-Operating (\$000s)</b>		
			Per Capita \$	\$44,716.13	\$6,041,997.10
			Per Capita \$	\$203.02	\$314.28
			% of Total	10.2%	15.0%
			<b>Court-Related Expenditures (\$000s)</b>		
			Per Capita \$	\$9,772.43	\$900,372.95
			Per Capita \$	\$44.37	\$46.83
			% of Total	2.2%	2.2%

\* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

\*\* (Not Court-Related)

State Infrastructure

	St. Johns County	Florida
<b>Transportation</b>		
State Highway		
Centerline Miles	185.8	12,106.8
Lane Miles	671.8	44,204.6
State Bridges		
Number	70	6,783
<b>State Facilities</b>		
Buildings/Facilities (min. 300 Square Feet)		
Number	138	9,498
Square Footage	1,293,774	64,170,217
State Owned Lands		
<b>State Lands</b>		
Conservation Lands		
Parcels	137	38,326
Acreage	51,982.0	3,140,422.9
Non-Conservation Lands		
Parcels	304	5,880
Acreage	2,704.4	160,353.7

State and Local Taxation

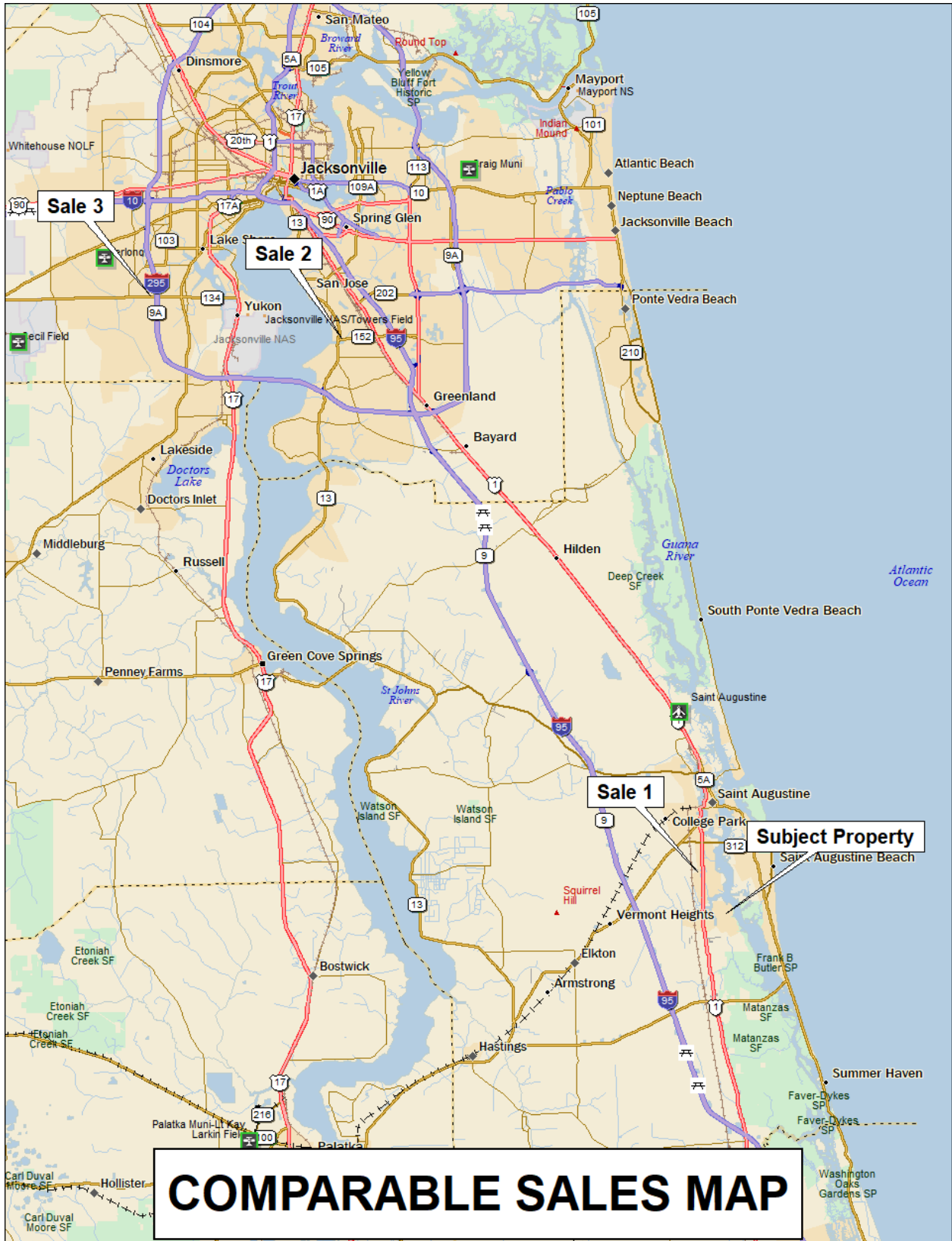
2017 Ad Valorem Millage Rates	St. Johns County	
	County-Wide	Not County-Wide*
County	5.8671	0.0023
School	6.5430	
Municipal		0.6128
Special Districts	0.3044	1.6477

\*MSTU included in Not County-Wide "County" category

Prepared by:  
 Florida Legislature  
 Office of Economic and Demographic Research  
 111 W. Madison Street, Suite 574  
 Tallahassee, FL 32399-6588  
 (850) 487-1402 <http://edr.state.fl.us>



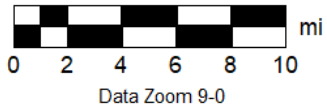
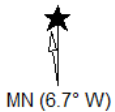
November 2018



# COMPARABLE SALES MAP

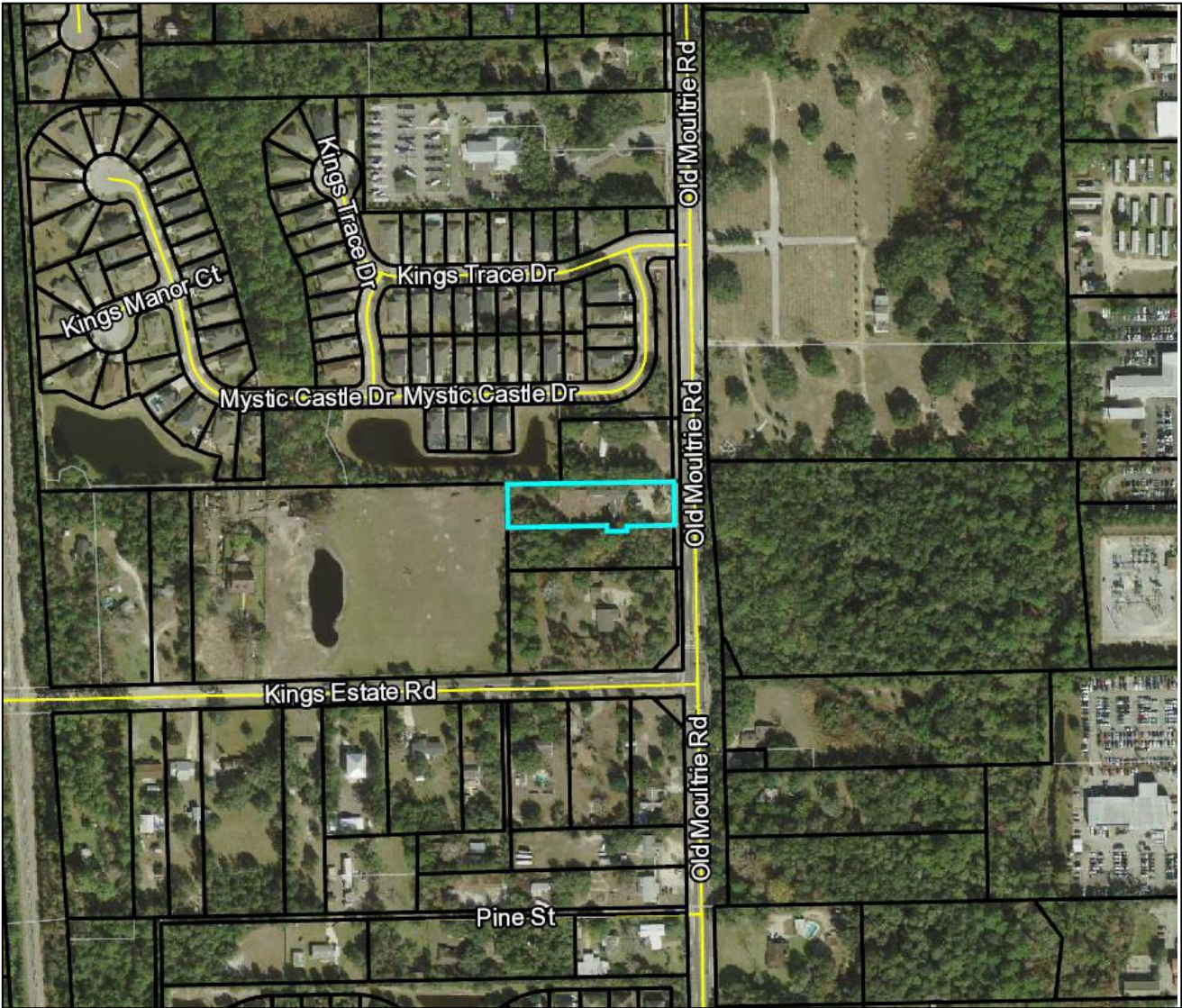


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[www.delorme.com](http://www.delorme.com)



<b>IMPROVED SALE 1</b>	
DEED	4506/805, St. Johns County
DATE	2/18
LOCATION	2665 Old Moultrie Road, St. Augustine
SELLER	Thomas Richard Myers
BUYER	Grace Learning Academy, Inc.
PRICE	\$370,000
LAND SIZE	43,560± sq.ft.
BUILDING SIZE	3,141 sq.ft.
PRICE PER S.F. BUILDING INCLUDING LAND	\$118
TAX ID	101890 0000
DESCRIPTION	This sale is improved with one-story building utilized as a school / learning academy. The building is wood framed containing 3,141 square feet built in 1964. It is completely finished and in average condition. Site improvements are typical for a property such as this.





**IMPROVED SALE 1**  
**AERIAL**

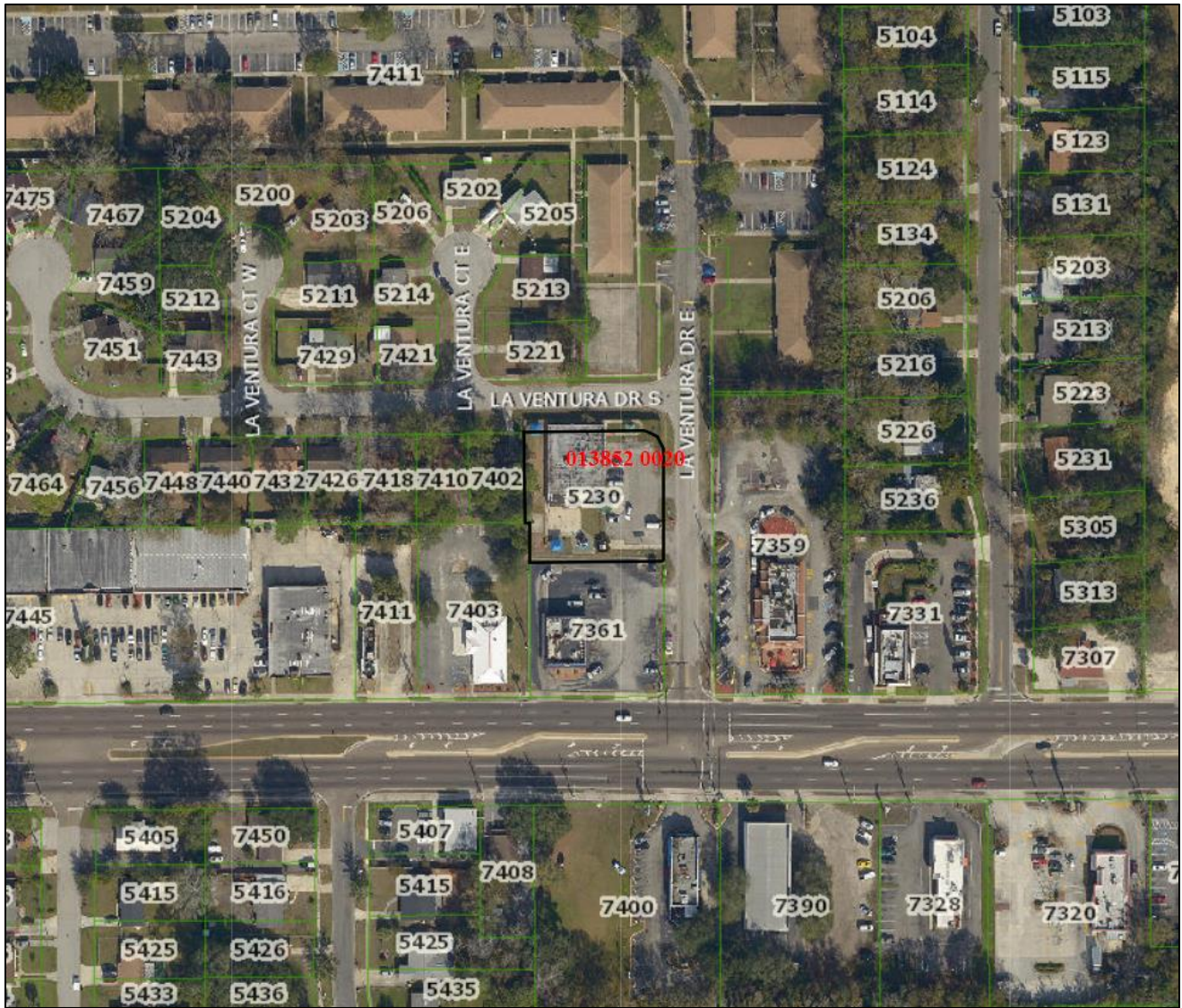
<b>IMPROVED SALE 2</b>	
DEED	18236/631, Duval County
DATE	12/17
LOCATION	33993 San Jose Park Drive, Jacksonville
SELLER	Carolina Child Care Properties, LLC
BUYER	Aqua Swim Club, LLC
PRICE	\$255,000
LAND SIZE	21,780 sq.ft.
BUILDING SIZE	4,008 sq.ft.
PRICE PER S.F. OF BUILDING INCLUDING LAND	\$64
TAX ID	151585-0020
DESCRIPTION	This sale is improved with one-story building utilized as a Day Care before sale and now being converted to recreational purposes. The building is wood framed containing 4,008 square feet built in 1978. It needs renovating and was in fair condition at time of sale. Site improvements are typical for a property such as this.





<b>IMPROVED SALE 3</b>	
DEED	18201/2258, Duval County
DATE	11/17
LOCATION	5230 East Laventura Drive, Jacksonville
SELLER	Leigh E. Israel
BUYER	LS Real Properties, LLC
PRICE	\$430,000
LAND SIZE	22,050 sq.ft.
BUILDING SIZE	4,836 sq.ft.
PRICE PER S.F. BUILDING INCLUDING LAND	\$89
TAX ID	013852-0020
DESCRIPTION	This sale is improved with one-story building utilized as a Day Care. The building is concrete block and wood framed with face brick containing 4,836 square feet built in 1978. It is completely finished and in average condition. Site improvements are typical for a property such as this.





# IMPROVED SALE 3

## AERIAL



**RONALD S. CROUSE, ASA, CRA, IFAS**  
**PRESIDENT, POMEROY APPRAISAL ASSOCIATES OF FL. INC**

**CERTIFICATION AND LICENSES**

Florida State-certified general real estate appraiser RZ670  
Florida Real Estate Licensed Broker BL463693  
FHA Approved Appraiser FLRZ670

**PROFESSIONAL EXPERIENCE**

1986 - Present - Pomeroy Appraisal Associates of Fl. Inc.  
1985 – 1986 - State of Florida Building Subcontractor  
1976 – 1985 - State of New York Building Contractor

**EXPERT TESTIMONY**

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

**PROFESSIONAL AFFILIATIONS**

Designated - Member - Accredited Sr. Appraiser - American Society of Appraisers (**ASA**)  
Designated - Member - National Association of Review App. & Mort. Underwriters (**CRA**)  
Designated - Senior Member - National Association of Independent Fee Appraisers (**IFAS**)  
Member of the International Right-of-Way Association  
Candidate for Designation, Appraisal Institute  
National Association of Realtors  
Member IRWA  
Member ARDA

**REAL ESTATE RELATED EDUCATION**

**Required Appraisal Institute Courses for Appraiser Designation**

AIREA - Principles Course  
AIREA - Standards of Professional Practice Course  
AIREA - Basic Valuation  
AIREA - Capitalization Theory and Techniques, Part A  
AIREA - Capitalization Theory and Techniques, Part B  
AIREA - Case Studies in Real Estate Valuation  
AIREA - Valuation Analysis and Report  
AI - Highest and Best Use and Market Analysis  
AI - Advanced Sales Comparison and Cost Approach

**Additional Real Estate Courses**

AI - Real Estate Finance Statistics and Valuation Modeling  
AIREA - Residential Valuation  
AIREA - Litigation Valuation  
AIREA - Computer Assisted Investment Analysis  
Architectural Drafting and Blueprint Reading Courses  
Florida Real Estate Course #1  
BITA - Home Inspection Course

**Partial List of Seminars**

Rates, Ratios and Reasonableness	Real Estate Appraisal Methods
Principles of Capitalization	Standards of Professional Practice, Part A
Standards of Professional Practice, Part B	Business Valuation, Parts 1 and 2
Understanding Limited App. & Rep. Options	The Appraisers Complete Review Seminar
USPAP/Law Update	Accrued Depreciation Seminar
Marshall and Swift Comm. Cost Est. Seminar	Eminent Domain
Standards of Professional Practice, Part C	Appraising 2 to 4-Family Residence
IRWA Easement Valuation	Business Practices and Ethics

**PARTIAL LIST OF PROPERTY TYPES APPRAISED**

- Vacant Land: Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
- Improved Properties: Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
- Special Use Properties: Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
- Partial Interest: Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
- Review: Review experience for FDOT, St. Johns Water Mgt., Brevard County Property Acquisition, Various Banks and Attorneys.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

**PARTIAL LIST OF CLIENTS - PAAFL**

**Government Agencies**

- |   |  |
|---|--|
| St Johns Water Management                       | Seminole, Volusia, Brevard, Flagler, Lake  |
| Division of State Lands, Trust for Public Lands | Counties Various cities and municipalities |
| Florida Communities Trust                       |  |
| Florida Department of Transportation            |  |
| Florida Department of Environmental Protection  |  |

**Partial List of Lending Institutions**

- |                 |                           |
|-----------------|---------------------------|
| Bank of America | SunTrust Bank             |
| Pinnacle Bank   | TD Bank                   |
| BB&T            | Mainstreet Community Bank |
| Reunion Bank    | Florida Community Bank    |
| Seacoast Bank   | Seacoast Bank             |
| Ameris Bank     | Center State Bank         |



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**CROUSE, RONALD STEVEN**

600 N RIDGEWOOD AVE  
EDGEWATER FL 32132

**LICENSE NUMBER: RZ670**

**EXPIRATION DATE: NOVEMBER 30, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**EXHIBIT “C” –  
SAMPLE PURCHASE AND SALE  
AGREEMENT**

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (“Buyer”), whose address is \_\_\_\_\_ 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 County and the County is 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 is 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 and Deposit.

(a) The purchase price (“Purchase Price”) is \_\_\_\_\_ (\$\_\_\_\_\_). 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 Seller 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, Seller, at Seller’s sole option and expense, shall have ninety (90) 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 90-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.

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, \_\_\_\_\_, on or before one hundred twenty (120) 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 2018 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. 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. Each party shall bear the expense of its own legal counsel.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one-hundred twenty (120) 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. 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, Buyer may receive an immediate refund of the Deposit, 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 will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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. Seller agrees no real estate commission is owed as a result of this transaction.

23. 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.

24. 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.)

25. 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.

26. 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:**

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

\_\_\_\_\_  
Date

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

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

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

SAMPLE

**WITNESSES:**

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

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

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

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

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

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

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

Legally Sufficient:

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

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

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

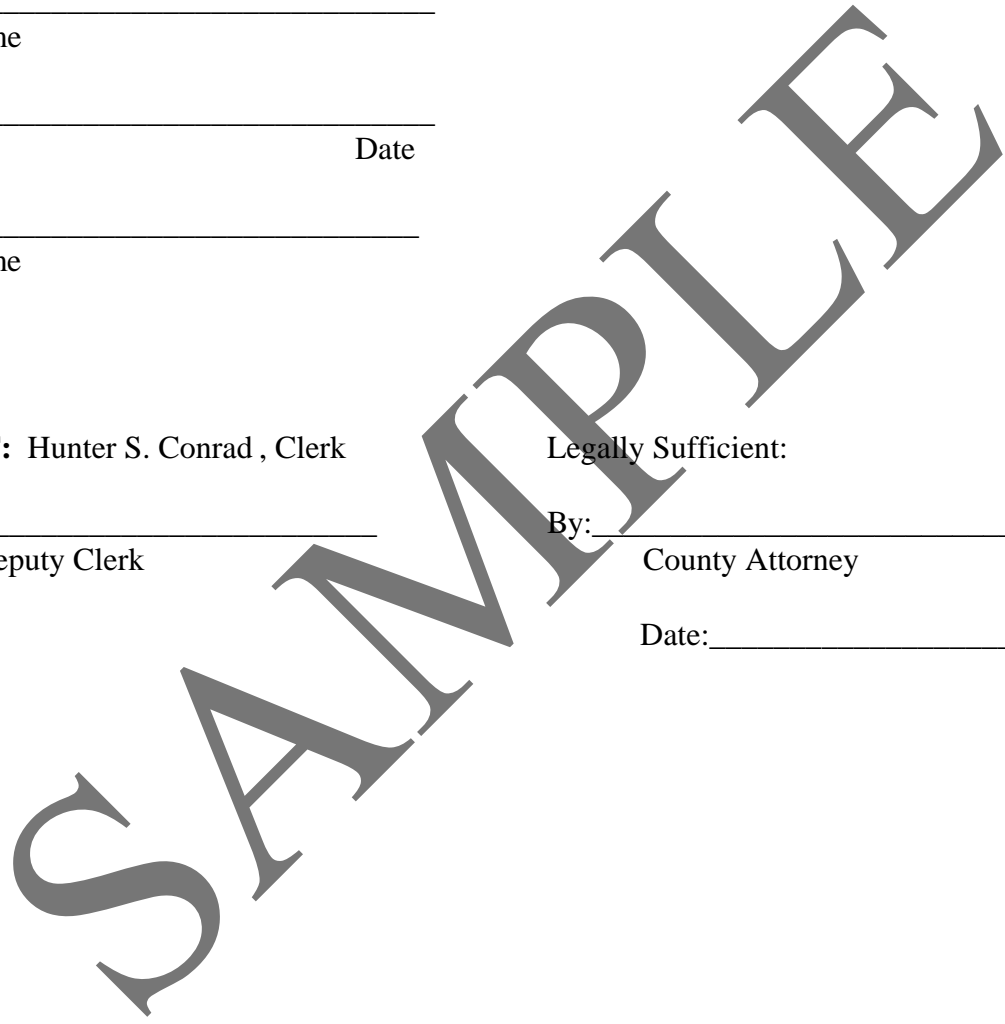


Exhibit "A"

(Property description)


SAMPLE

**SEALED BID MAILING LABEL**

**BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)**

**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 19-75R</b>
BID TITLE:	<b>Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)</b>
DUE DATE/TIME:	<b>By 2:00PM – September 11, 2019</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



**END OF DOCUMENT**