

RESOLUTION NO. 2019 - 341

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-48R AND TO EXECUTE AN AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 4735 AVENUE A, ST. AUGUSTINE, FLORIDA.

RECITALS

WHEREAS, the County desires to enter into contracts with A to Z Custom Homes, Inc. for the sale of real property located at 4735 Avenue A, St. Augustine, Florida in accordance with Bid No. 19-48R; and

WHEREAS, Resolution 2018-418 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 4735 Avenue A, St. Augustine, Florida in accordance with Bid No. 19-48R; and

WHEREAS, through the County's formal Bid process, A to Z Homes, Inc. was the only responsive, responsible bidder; and

WHEREAS, the Director of Land Management Systems has reviewed the bid submitted by A to Z Homes, Inc. 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 4735 Avenue A 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. 19-48R to Z to Z Custom Homes, Inc. 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. 19-48R.

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 1 day of October, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 10/3/19



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2019, by and between **A TO Z CUSTOM HOMES, INC.** (“Buyer”), whose address is 239 SR16, St. Augustine, Florida 32084 and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“Seller”).

WITNESSETH:

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

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

NOW THEREFORE, it is mutually agreed as follows:

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

2. Purchase Price

(a) The purchase price (“Purchase Price”) is Ten Dollars (**\$10.00**). 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, may purchase title insurance.

4. Closing. closing of the sale of the Property (“Closing”) shall take place at the offices of the St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2018 taxes at the highest allowable discount.

6. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

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

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

7. Closing Expenses. Buyer shall pay all closing costs associated with this transaction including reimbursement to the Seller for the appraisal.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer’s intended use, or that there are other circumstances that negatively affect the Buyer’s intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to 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.

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

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

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by

United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **A to Z Custom Homes, Inc.**
239 SR16
St. Augustine, Florida 32084

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

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

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

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

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

WITNESSES:

BUYER:

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 part of the Sabate Grant Section 50, Township 6 South, Range 29 East, St. Johns County, Florida.

Parcel Account Numbers 074900-0000, 074900-0001, and 074900-0002.

Part of the Sabate Grant Section 50, Township 6 South, Range 29 East, St. Johns County, Florida, lying W of 60 FT RD W of FEC R/W S'LY 300 FT & ADJ TRI PT SEC 53 319.9 FT ON RD X 205.4 X 384.4 X 106.3 FT OR 448/35

4735 Avenue A, St. Augustine, Florida located along the west side of Avenue A North of 5th Street and West of US Highway 1.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

August 15, 2019

RE: Bid No: 19-48R; Sale of Real Property Located at 4735 Avenue A, St. Augustine, Florida

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 A to Z Custom Homes, Inc. as the highest, responsive, responsible bidder for Bid No: 19-48R; Sale of Real Property Located at 4735 Avenue A, St. Augustine, Florida. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 3:00 PM, Tuesday, August 20, 2019.

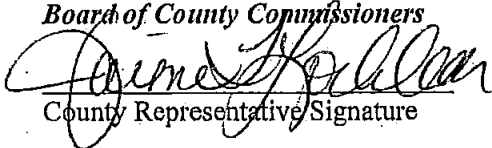
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. 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.

Sincerely,

*St. Johns County
Board of County Commissioners*


County Representative Signature

Date: 8/15/19

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Gail Oliver, PLS, County Surveyor, Director of Land Management Systems Department
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: Bid # 19-48R; Sale of Real Property Located at 4735 Avenue A, St. Augustine, Florida
DATE: August 14, 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 8-14-19
Budget Amount _____
Account Funding Title N/A
Funding Charge Code _____
Award to A to Z Custom Homes, Inc
Award Amount \$10⁰⁰

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

SALE of REAL PROPERTY LOCATED at 4735 AVENUE A,
ST. AUGUSTINE, FLORIDA

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

OPENED BY
TABULATED BY
VERIFIED BY

DIANA M. FYE
SHELLY VONGCHANTA
DIANA M. FYE

BID NUMBER

19-48R

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.

OPENING DATE/TIME

August 14, 2019 2:00 PM

POSTING DATE/TIME

<u>FROM</u>	<u>UNTIL</u>
<u>08/14/19</u>	<u>08/19/19</u>
<u>4:00 PM</u>	<u>4:00 PM</u>

PAGE (S) 1 of 1

BIDDERS	PURCHASE BID PRICE	BID BOND					
A to Z Custom Homes	\$10.00	Yes					

BID AWARD DATE - _____