

RESOLUTION NO. 2025- 143

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY REQUIRED FOR THE STATE ROAD 16 AND FOUR MILE ROAD INTERSECTION IMPROVEMENTS PROJECT.

RECITALS

WHEREAS, a certain property owner has executed and presented to St. Johns County (“County”) a Purchase and Sale Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, for the purchase of portion of his property located at the intersection of Four Mile Road and Deer Run Road; and

WHEREAS, this property is required for the proposed State Road 16 and Four Mile Road Intersection Improvements Project; and

WHEREAS, it is in the best interest of the County to approve acquiring this property for the health, safety and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement, in substantially the form attached, and take all steps necessary to move forward to close this transaction.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk’s Office.

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.

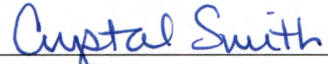
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of may, 2025.

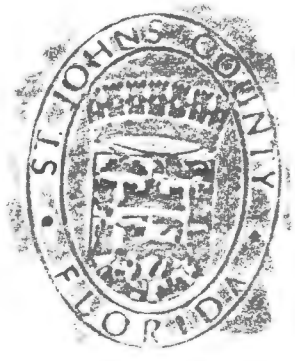
Rendition Date MAY 07 2025

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

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2025, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **STEVE MIER** ("Seller"), whose address is 2540 Deer Run Road, St. Augustine, Florida 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing property owned by the Seller as further described on attached "Exhibit A", incorporated by reference and made a part hereof, (hereinafter "Property"), 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; and

NOW THEREFORE, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.
2. Purchase Price.
 - (a) The purchase price ("Purchase Price") is One Thousand dollars (\$1,000.00), subject to the proration's hereinafter provided. The Purchase Price shall be paid in cash or other immediately available funds.
3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the property ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084, or before (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
4. 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 transaction contemplated hereby subject to the terms, provisions and conditions hereof.

5. 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 a Right-of-way Deed (“Deed”).

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 2.

(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.

6. Closing Expenses. Buyer shall pay the cost of recording the Deed. Each party shall bear the expense of its own legal counsel.

7. Condition of Property and Buyer’s Right of Inspection. Buyer shall have the right for ninety (90) 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 I 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. In the event that the inspection period expires and Buyer has not terminated this Agreement, Seller may request a disbursement of all or a portion of the Deposit prior to closing.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

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

16. 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.

17. 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.

Seller: Steve Mier
2540 Deer Run Road
St. Augustine, Florida 32084

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

18. 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.

19. 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.

20. Commission Dues. If real estate commission is due, the Seller will be responsible for that payment.

21. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

22. 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.

23. 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.)

24. 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.

25. 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.

[SIGNATURES ON PAGES THAT FOLLOW]

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

WITNESSES:

SELLER:

John P. Burnham 1/30/25
Signature Date

JOHN P. BURNHAM
Print Witness Name

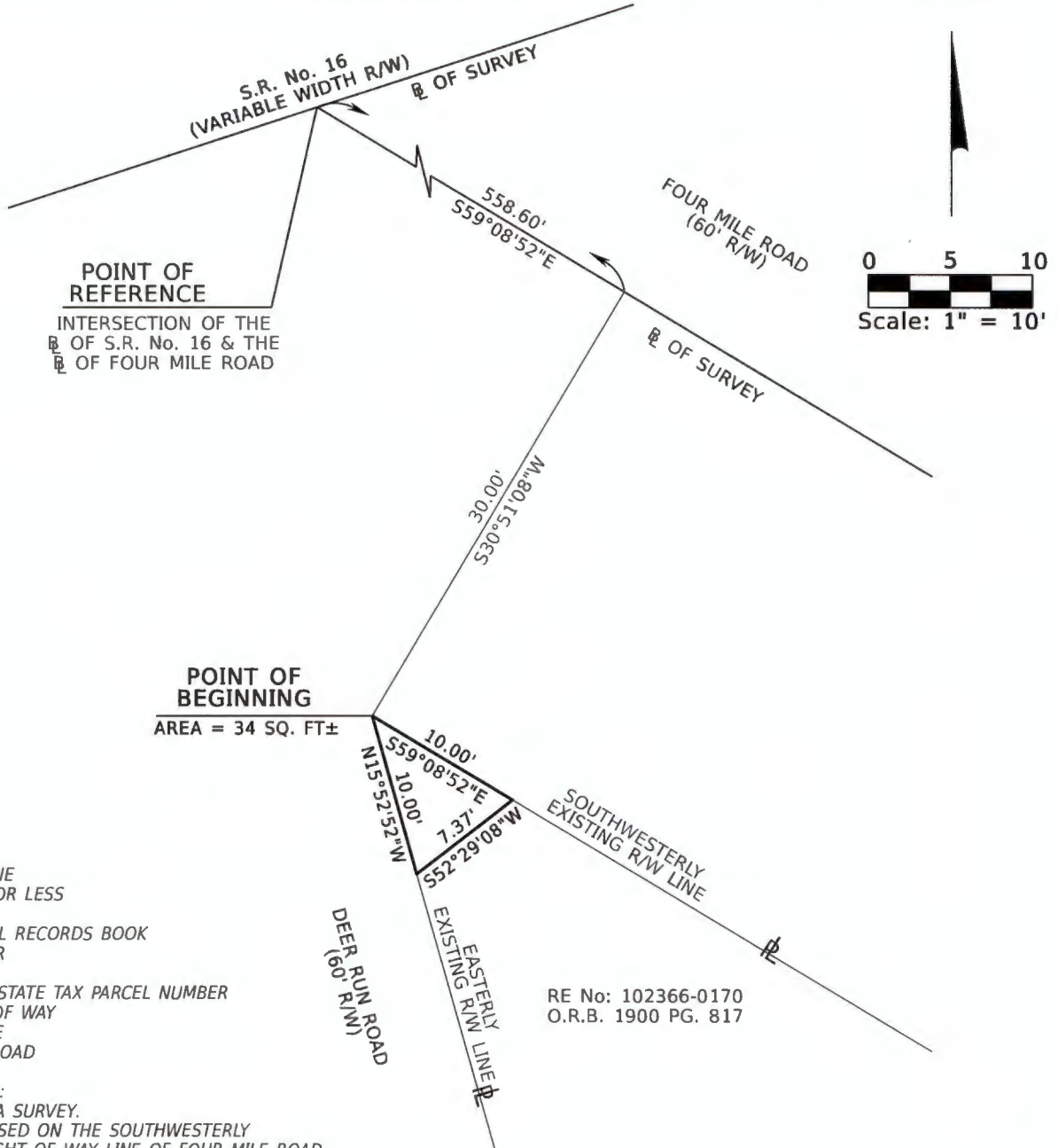
Rennie Ford 1-30-25
Signature Date

Laurie Ford
Print Witness Name

[Signature] 1-30-25
Steve Mier

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THE F. P. SANCHEZ GRANT, SECTION 40, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1900, PAGE 817, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED ON SHEET 2



LEGEND

- R/L BASELINE
- ± MORE OR LESS
- FT. FEET
- O.R.B. OFFICIAL RECORDS BOOK
- No. NUMBER
- PG. PAGE
- RE REAL ESTATE TAX PARCEL NUMBER
- R/W RIGHT OF WAY
- SQ. SQUARE
- S.R. STATE ROAD

GENERAL NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS BASED ON THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FOUR MILE ROAD AS BEING SOUTH 59°08'52" EAST.

SHEET 1 OF 2



Trusted
Advisors,
Creating
Community.

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
Certificate of Authorization No: LB 3824

(904) 642-8550
www.etmnc.com

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED & SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SCALE: 1" = 10'

DATE: JANUARY 21, 2025

BOB L. PITTMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA PSM No. 4827

JANUARY 21, 2025
WORK ORDER NO: S0023.13001

R.E. NO.: 102366-0170
FILE NO.: 130H-11.00

A PORTION OF THE F. P. SANCHEZ GRANT, SECTION 40, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1900, PAGE 817 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A **POINT OF REFERENCE**, COMMENCE AT THE INTERSECTION OF THE BASELINE OF SURVEY OF STATE ROAD NO. 16 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND THE BASELINE OF SURVEY OF FOUR MILE ROAD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH $59^{\circ} 08' 52''$ EAST, ALONG THE BASELINE OF SURVEY OF SAID FOUR MILE ROAD, A DISTANCE OF 558.60 FEET; THENCE SOUTH $30^{\circ} 51' 08''$ WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE EASTERLY EXISTING RIGHT OF WAY LINE OF DEER RUN ROAD (A 60 FOOT RIGHT OF WAY), AND THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FOUR MILE ROAD, AND TO THE **POINT OF BEGINNING**.

FROM SAID **POINT OF BEGINNING**; THENCE SOUTH $59^{\circ} 08' 52''$ EAST ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FOUR MILE ROAD, A DISTANCE OF 10.00 FEET; THENCE SOUTH $52^{\circ} 29' 08''$ WEST, A DISTANCE OF 7.37 FEET TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF DEER RUN ROAD; THENCE NORTH $15^{\circ} 52' 52''$ WEST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 34 SQUARE FEET, MORE OR LESS.

ETM
SURVEYING & MAPPING

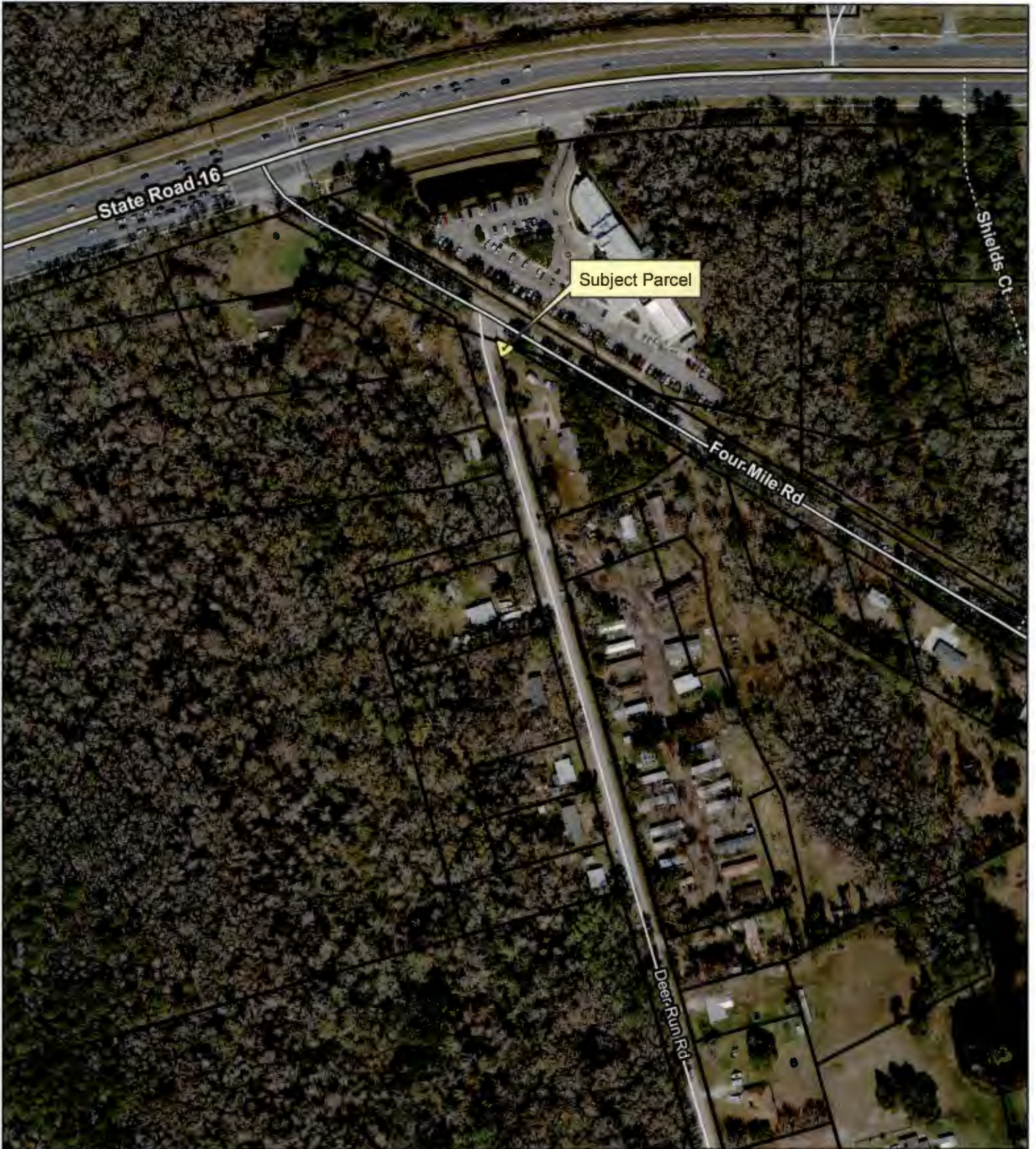
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Certificate of Authorization No: LB 3624

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Creating
Community.

SHEET 2 OF 2



2023 Aerial Imagery
Date: 4/10/2025

**Purchase and Sale Agreement
State Road 16 and
Four Mile Road
Intersection Improvements
Project**



**Land Management
Systems**
(904) 209-0790

Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.