

RESOLUTION NO. 2025- 240

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 PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT 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 a Temporary Construction Easement across a portion of his property located on Four Mile 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 22nd day of July, 2025.

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

Rendition Date JUL 24 2025

By: [Signature]
Krista Joseph, Chair

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

By: Crystal Smith
Deputy Clerk



**PURCHASE AND SALE AGREEMENT
FOR TEMPORARY CONSTRUCTION EASEMENT**

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 **GREEN BEE AQUAPONICS, LLC**, a Florida limited liability company (“Seller”), whose address is 2381 Nottingham Forest Place, Jacksonville, Florida 32259.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a temporary construction easement over a portion of the Seller’s property 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 a Temporary Construction Easement, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, with 2 year term, over 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). 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 Temporary Construction Easement Area (“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 Temporary Construction Easement.

(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 Temporary Construction Easement. 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 Temporary Construction Easement.

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: Green Bee Aquaponics, LLC, a Florida limited liability company
2381 Nottingham Forest Drive
Jacksonville, Florida 32259

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

Exhibit "A"

A part of Sections 37 and 40, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

The Easterly 5 feet and the Easterly 15 feet of the Southerly 45 feet of that certain property described in Official Records Book 3718, page 783, of the public records of St. Johns County, Florida, lying adjacent to the right-of-way of Four Mile Road, as presently established.

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this ____ day of _____, 2025, by and between GREEN BEE AQUAPONICS, LLC, a Florida limited liability company, whose address is 2381 Nottingham Forest Place, Jacksonville, Florida 32259, grantor and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, that for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property for the removal of existing asphalt pavement, minor filling and regrading, and placement of sod and construction of driveway as shown construction plans, located in St. Johns County, Florida, described as follows:

Property as described on attached Exhibit "A", incorporated by reference and made a part hereof.

It is understood and agreed by the parties hereto that the rights granted herein will terminate 24 months from the date of execution of this easement. The property will be put back to its original condition when the project is complete.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

Green Bee Aquaponics, LLC, a Florida limited
liability company

Print Witness Name: _____
Address: _____

By: _____
Richard B. Wilcox
Managing Member

Print Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by Richard B. Wilcox as Managing Member for Green Bee Aquaponics, LLC, a Florida limited liability company.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

A part of Sections 37 and 40, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

The Easterly 5 feet and the Easterly 15 feet of the Southerly 45 feet of that certain property described in Official Records Book 3718, page 783, of the public records of St. Johns County, Florida, lying adjacent to the right-of-way of Four Mile Road, as presently established.



Subject Property

State Road 16

Four Mile Rd

Deer Run Rd



Imagery Date: 12/2024
Date: 6/27/2025

**State Road 16 and Four Mile Road
Intersection Improvements Project**

Purchase and Sale Agreement

Temporary Construction Easement



ST. JOHNS COUNTY
EST. 1821
FLORIDA AT FIRST SIGHT

**Land Management
Systems**

Real Estate Division
(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 herein.