

RESOLUTION NO. 2025- 471

**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 LOCATED ON MOCCASIN CREEK LANE.**

**RECITALS**

**WHEREAS**, the Sykes Family Limited Partnership, a Georgia limited partnership, has executed and presented to St. Johns County (“County”) a Purchase and Sale Agreement for County acquisition of land for Parks and Recreation, attached hereto as Exhibit “A”, incorporated by reference and made part hereof; and

**WHEREAS**, this acquisition represents a significant opportunity for the County to secure land for future public park and recreation development in the southern portion of St. Johns County; and

**WHEREAS**, this purchase marks significant progress for the Parks and Recreation Department and for St. Johns County as a whole, as it supports long-term planning goals and enhances the ability to provide equitable access to recreational opportunities across all areas of the County; and

**WHEREAS**, it is in the best interest of the County to approve acquiring this property to preserve valuable space for community use and 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 by reference 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 of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the original Purchase and Sale Agreement, in a substantially similar form as attached hereto, and take all steps necessary to move forward to close this transaction.

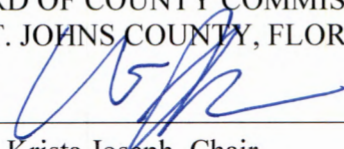
**Section 3.** The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk’s Office.

**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 may be revised without subsequent approval by the Board of County Commissioners.

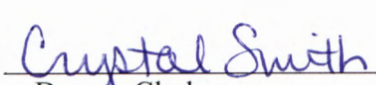
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of December, 2025.

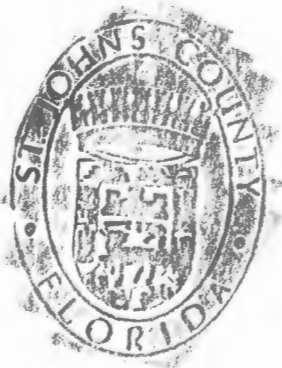
Rendition Date DEC 04 2025

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 October \_\_\_\_\_, 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 **THE SYKES FAMILY LIMITED PARTNERSHIP**, a Georgia limited partnership ("Seller"), whose address is 335 West McIntosh Road, Brooks, Georgia 30205.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing property owned by the Seller and Seller 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 shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

**NOW THEREFORE**, it is mutually agreed as follows:

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

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **Eight Hundred Twenty-Four Thousand and One Hundred Dollars (\$824,100)**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within thirty (30) days of Commission Approval (hereinafter defined)	<b>\$ 82,410</b>
(ii) Cash to Close	Closing Day	<b>\$ 741,690</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$ 824,100</b>

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 sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, 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 and receiving a return of the Deposit.

4. Closing. The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title Services of St. Johns County, Inc. on or before (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 2025 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) General Warranty Deed (“Deed”), in a form reasonably acceptable to Seller, 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 in a form reasonably acceptable to 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) in a form reasonably acceptable to Seller.

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 2. 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 documentary stamps on the deed. Seller will pay the cost of recording the deed, and any other affiliated recording fees, which could include recording fees for documents related to clearing the title of the Property for closing, and property taxes to the day of closing. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice (“Survey Notice”) to Seller within 10 days after Buyer’s receipt of any such new survey (“Survey”) if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 3. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for 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 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. Subject to the limitations under 768.28, F.S., Buyer shall be responsible for repairing any damage caused to the Property by such inspections and for any claims brought against Seller or the Property resulting from the activities of Buyer or any of Buyer's agents in conducting such inspections. Buyer's obligations are limited as set forth in section 768.28, Florida Statutes, and nothing in this shall be construed to extend the liabilities of Buyer beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Buyer's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any party or third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law. Buyer's obligations under this paragraph shall survive Closing or termination of this Agreement. 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.

11. 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.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

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

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

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

16. Termination of Agreement. 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.

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

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

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

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

Seller: The Sykes Family Limited Partnership  
a Georgia limited partnership  
Attn: Mr. Charles R. Sykes, Jr.,  
General Partner  
335 West McIntosh Road  
Brooks, GA. 30205

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

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

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

23. Commission Dues. The Buyer shall not be responsible for any commissions. Any commissions due shall be the responsibility of the Seller, except that Buyer shall be responsible for any commission claimed by or due any broker claiming to have acted on behalf of Buyer.

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

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

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

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

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

29. As Is. Except as stated above or in the documents to be delivered at Closing, Seller makes no representations or warranties pertaining to the Property. The Property is being sold and accepted in its "as is" "where is" condition and, except as expressly set forth in this Agreement or in the documents to be delivered at Closing, consistent with the terms of this Agreement, Seller

hereby disclaims any and all warranties, express or implied, relating in any way to the nature, quality or condition of the Property, including without limitation, any warranty provided for under Florida statutory or common law. Buyer acknowledges and agrees that Buyer is relying on its own independent due diligence investigation of the Property and its knowledge and experience in entering into this Agreement and, except as expressly set forth in this Agreement or in the documents to be delivered at Closing, agrees to accept the Property in "as is" condition and to waive any and all warranties relating thereto.

30. Section 1031 Tax Deferred Exchange. Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"). If Seller so elects, the following provisions shall apply and Buyer is obligated to cooperate with Seller in effecting the Exchange so long as:

- (a) the Closing Date is not delayed;
- (b) Buyer incurs no additional liabilities of any kind in effecting the Exchange;
- (c) Buyer is not required to hold title to the exchange property at any time;
- (d) Seller shall pay all additional costs incurred by Seller and Buyer in effecting the Exchange; and
- (e) if Seller uses a qualified intermediary to effectuate the Exchange, any assignment of the rights or obligations of Seller under this Agreement shall not relieve, release, or absolve Seller of its obligations to Buyer hereunder.

*{Remainder of this page is intentionally left blank; signatures on following pages}*

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

WITNESSES:

SELLER:

The Sykes Family Limited Partnership  
a Georgia limited partnership

John D. Bailey Jr.  
Signature Date

John D. BAILEY JR.  
Print Witness Name

Gloria H Banta 10/17/25  
Signature Date

Gloria H Banta  
Print Witness Name

By: Charles R Sykes Jr.  
Charles R. Sykes, Jr.  
Its General Partner  
Print Name: CHARLES R Sykes Jr. Date 10/17/25

**WITNESSES:**

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

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

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

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

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

By: \_\_\_\_\_  
Joy Andrews Date  
County Administrator

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

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

Deposit received by

\_\_\_\_\_,  
(Escrow Agent), which the Escrow Agent agrees to  
return in accordance with the terms and conditions  
within the Agreement.

**ESCROW AGENT**

By: Action Title Services of St. Johns County, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT "A"**

LEGAL DESCRIPTION:

A PARCEL OF LAND IN ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST; AND A PORTION OF GOVERNMENT LOT 8, SECTION 26, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, SAID CORNER BEING A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE NORTH 0°05'44" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1983.85 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, SAID CORNER BEING A SET 4" X 4" CONCRETE MONUMENT, IDENTIFIED AS BEING "LB 68234", SAID CORNER ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°46'50" WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, A DISTANCE OF 1323.46 FEET TO A SET 1/2" IRON PIPE, IDENTIFIED AS BEING "LB 6824", SAID CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35; THENCE NORTH 0°02'31" EAST, ALONG THE EAST LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, A DISTANCE OF 665.34 FEET TO THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, SAID CORNER BEING A FOUND 4" X 4" CONCRETE MONUMENT, IDENTIFIED AS BEING "LB 6824"; THENCE NORTH 0°32'58" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 746 FEET MORE OR LESS TO THE CENTERLINE OF MOCCASIN BRANCH; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF MOCCASIN BRANCH, A DISTANCE OF 1639 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SECTION 35, SAID POINT BEING SOUTH 0°05'44" EAST, A DISTANCE OF 23.81 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 35, SAID CORNER BEING A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE SOUTH 0°05'44" EAST, ALONG SAID EAST LINE OF SECTION 35, A DISTANCE OF 638 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1,435,872.97 SQUARE FEET OR 32.963 ACRES MORE OR LESS.



**Subject Property**



Imagery Date: 12/2024

Date: 10/31/2025

**Moccasin Creek Lane**  
**Purchase and Sale Agreement Sykes**



**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.