| 10 | **AGENDA ITEM**<br>**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS** |
|---|---|
| | *Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to* BCC Meeting |

**10/20/2026**

**BCC MEETING DATE**

**TO:** **Joy Andrews, County Administrator** **DATE:** **September 24, 2026**

**FROM:** **Corey Bowens, Director, Land Management Systems** **PHONE:** **904 209-0776**

**SUBJECT OR TITLE:** **Resolution by the Board of County Commissioners of St. Johns County, Florida, approving the terms of a Purchase and Sale Agreement and authorizing the County Administrator, or designee, to execute the Purchase and Sale Agreement on behalf of the County, for the acquisition of property for a well site south of Courtney Vista Drive.**

**AGENDA TYPE:** **Consent Agenda, Contract, Resolution**

**BACKGROUND INFORMATION:**

St. Johns County acquired Parcel 4 aka NW Well Site #6 from Richard and Barbara Pacetti on August 27, 2004, pursuant to Resolution No. 2004-144 and the Warranty Deed recorded in St. Johns County Official Records Book 2271, Page 261. A survey of the well site shows a gap ranging from approximately four feet (4 ft) to seven feet (7 ft) between the well site and the western boundary line of the Pacetti property. Acquiring the 1,337 square feet gap area between the well site and the western boundary line of the Pacetti property is necessary to facilitate a Florida Power & Light utility easement related to Well Site #6. The property owner, Pacetti Property LLC, executed a Purchase and Sale Agreement in the amount of $2,500.00. It is in the best interest of the public to acquire the property for the health and safety of the citizens of St. Johns County.

**1. IS FUNDING REQUIRED?** Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:** Utility Department Utility Engineering-Professional Services (4503-53100)

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026-_____, approving the terms of a Purchase and Sale Agreement and authorizing the County Administrator, or designee, to execute the Purchase and Sale Agreement on behalf of the County, for the acquisition of property for a well site south of Courtney Vista Drive.

**For Administration Use Only:**
**Legal: Lex Taylor 10/6/2026** **OMB: CR 10/7/2026** **Admin: JDD 10/8/2026**

**RESOLUTION NO. 2026-_____**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE COUNTY, FOR THE ACQUISITION OF PROPERTY FOR A WELL SITE SOUTH OF COURTNEY VISTA DRIVE.**

## RECITALS

**WHEREAS,** St. Johns County acquired Parcel 4 aka NW Well Site #6 from Richard and Barbara Pacetti on August 27, 2004, pursuant to Resolution No. 2004-144 and the Warranty Deed recorded in St. Johns County Official Records Book 2271, Page 261; and

**WHEREAS,** a survey of the well site shows a gap ranging from approximately four feet (4 ft) to seven feet (7 ft) between the well site and the western boundary line of the Pacetti property; and

**WHEREAS,** acquiring the 1,337 square feet creating the gap between the well site and the western boundary line of the Pacetti property is necessary to facilitate a Florida Power & Light utility easement related to Well Site #6; and

**WHEREAS,** the property owner, Pacetti Property LLC, executed a Purchase and Sale Agreement in the amount of $2,500.00, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS,** it is in the best interest of the public to acquire the property for the health and safety of the citizens of St. Johns County.

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

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

2. The Board of County Commissioners hereby approve the terms and authorizes the County Administrator, or designee, to execute the original Purchase and Sale Agreement attached herein and take whatever action necessary to close this transaction.

3. To the extent that there are typographical, scriveners 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.

4. The Clerk of Court is instructed to file the original Purchase and Sale Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this _____ day of _____, 2026.

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

By:_____
Clay Murphy, Chair

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

_____
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

# PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of _____, 2026 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 **PACETTI PROPERTY LLC** ("Seller"), whose address is 5820 State Road 16, St. Augustine, Florida 32092.

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

2. Purchase Price. The purchase price ("Purchase Price") is Two Thousand Five Hundred Dollars (**$2,500.00**). The Purchase Price shall be paid in cash or other immediately available funds.

3. Closing. Unless extended by the terms of Section 24, 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, Florida 32084, on or before sixty (60) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. Seller's Representations. Seller represents to Buyer that they own fee simple title to the Property and have full right and authority to execute this Agreement and consummate the transactions 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 General Warranty 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.

(c) 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, documentary stamps, and any other affiliated recording fees, and property taxes to day of closing. 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 sixty (60) 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 and Permitting 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.

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, if there is one, 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, if there is one, 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, if there is one, 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: **Pacetti Property LLC**
5820 State Road 16
St. Augustine, Florida 32092

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. There are not any real estate commission due as a result of this transaction.

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.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

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

**WITNESSES:**

Sheri Lewis 9/24/26
Signature Date

Sheri Lewis
Print Witness Name

9/24/26
Signature Date

Kevin J. Ledbetter
Print Witness Name

**SELLER:**
**PACETTI PROPERTY LLC**

Keith Kirker
Print Name: Keith W. Kirker
Title: President / Manager
Date: September 24, 2026

**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

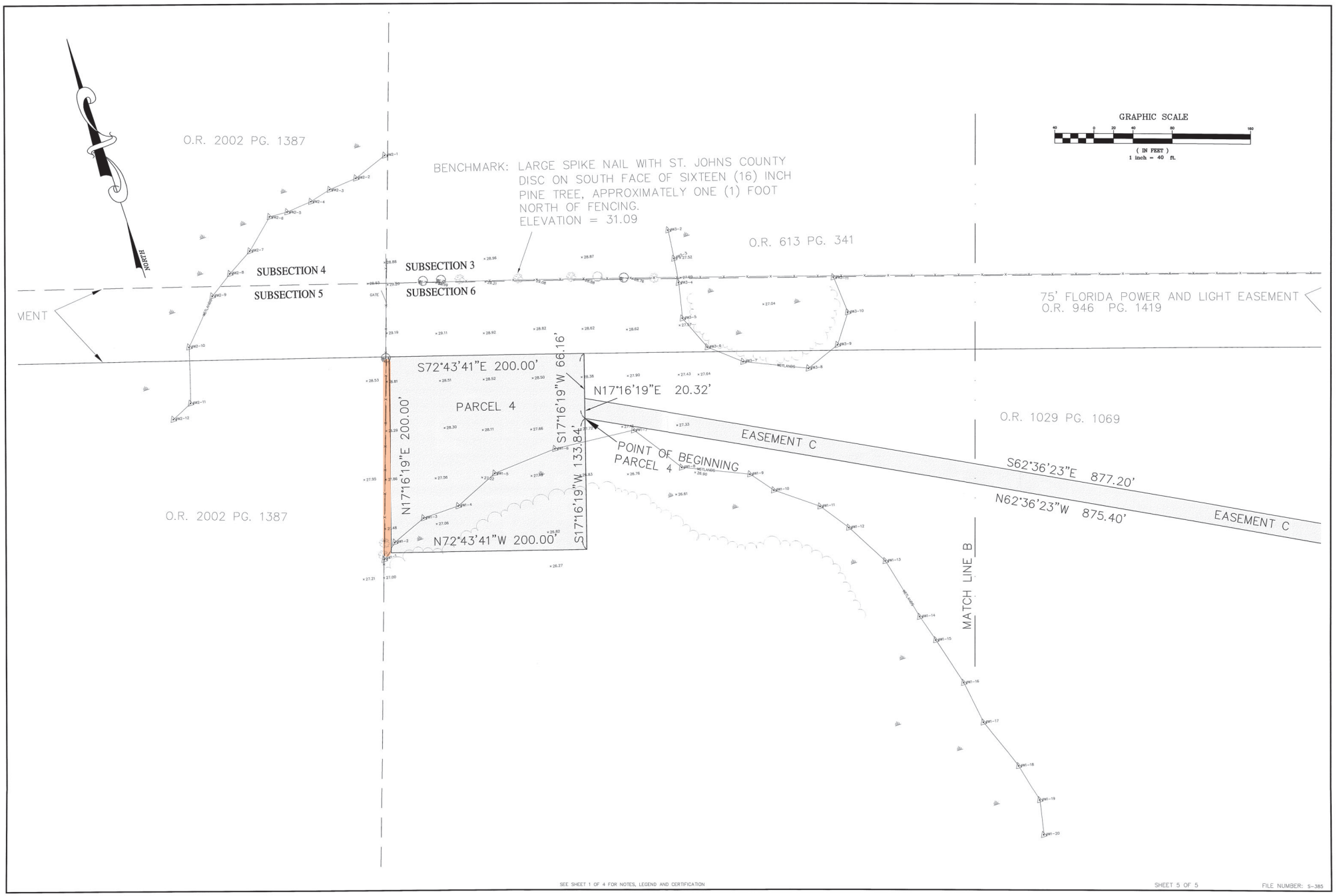
## EXHIBIT "A"

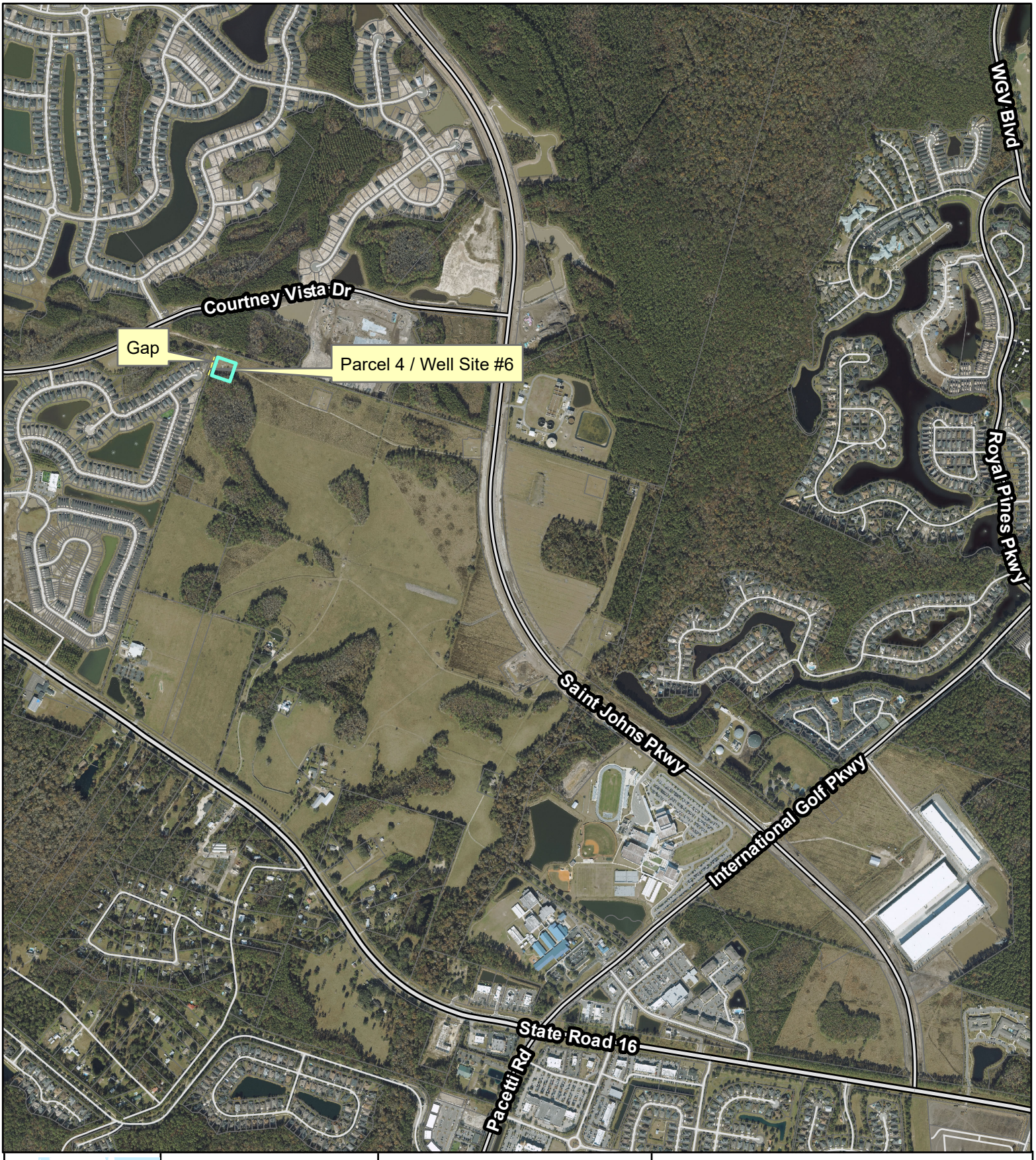
NORTHWEST WELL SITE #6 (PACETTI) – GAP TO SILVERLEAF SUBDIVISION

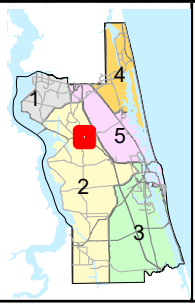
A PORTION OF THE ANTONIO HUERTAS GRANT SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF OFFICIAL RECORDS BOOK 3664, PAGE 1576 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF OFFICIAL RECORDS BOOK 2271, PAGE 261, SAID POINT LYING ON THE SOUTHERLY LINE OF A 75 FOOT FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 946, PAGE 1417 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 17°15'33" WEST, DEPARTING SAID SOUTHERLY LINE AND ALONG THE WESTERLY LINE OF AFOREMENTIONED OFFICIAL RECORDS BOOK 2271 PAGE 261, A DISTANCE OF 200.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 2271 AND PAGE; THENCE NORTH 72°44'25" WEST, DEPARTING SAID WESTERLY LINE; A DISTANCE OF 9.16 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "J", AS SHOWN ON SILVERLEAF 29B-1, RECORDED IN MAP BOOK 109, PAGES 69-80 OF THE CURRENT PUBLIC RECORDS OF AFOREMENTIONED COUNTY; THENCE NORTH 18°40'32" EAST, ALONG SAID EASTERLY LINE OF TRACT "J", A DISTANCE OF 200.06 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF AFOREMENTIONED 75 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 72°44'25" EAST, DEPARTING SAID EASTERLY LINE AND ALONG SAID SOUTHERLY LINE, A DISTANCE OF 4.21 FEET TO ITS INTERSECTION WITH AFOREMENTIONED NORTHWESTERLY CORNER OF OFFICIAL RECORDS BOOK 2271, PAGE 261; SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 1,337 SQUARE FEET, MORE OR LESS.


GRAPHIC SCALE
40 0 20 40 80 160
( IN FEET )
1 inch = 40 ft.
NORTH
O.R. 2002 PG. 1387
BENCHMARK: LARGE SPIKE NAIL WITH ST. JOHNS COUNTY DISC ON SOUTH FACE OF SIXTEEN (16) INCH PINE TREE, APPROXIMATELY ONE (1) FOOT NORTH OF FENCING.
ELEVATION = 31.09
O.R. 613 PG. 341
SUBSECTION 4
SUBSECTION 5
SUBSECTION 3
SUBSECTION 6
75' FLORIDA POWER AND LIGHT EASEMENT
O.R. 946 PG. 1419
S72°43'41"E 200.00'
N17°16'19"E 200.00'
PARCEL 4
S17°16'19"W 66.16'
S17°16'19"W 133.84'
N17°16'19"E 20.32'
POINT OF BEGINNING
PARCEL 4
EASEMENT C
S62°36'23"E 877.20'
N62°36'23"W 875.40'
EASEMENT C
O.R. 1029 PG. 1069
N72°43'41"W 200.00'
O.R. 2002 PG. 1387
MATCH LINE B




Imagery Date: 12/2024

Date: 9/25/2026

# Acquisition of Additional SF

## NW Well Site #6

Land Management Systems
(904) 209-0764

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 responsiblilty for the accuracy or completeness of the data shown hereon.