

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 4th day of April, 2000, by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "Seller", and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Purchasers".

1. **Sale.** Seller agrees to sell its undivided one-half (½) interest in that certain "Lease-Purchase Agreement" under date of March 30, 1999, by and among Seller, Purchasers and **The Trust for Public Land**, a California charitable corporation, concerning the real property described in the attached Exhibit "A", and Purchasers agree to purchase the Seller's interest in the same and the real property, with its appurtenances, located in the County of Nassau, State of Florida, as described therein.

2. **Purchase Price and Method of Payment.** The purchase price is One hundred thirty-three thousand, ^{nine} ~~five~~ ^{133,955.54} hundred fifty-five and 54/100 Dollars (~~\$133,555.54~~) payable at closing.

3. **Title Insurance.** Purchasers shall furnish an Owner's title insurance policy insuring the Purchasers to the full amount of the purchase price against loss or damage by reason of defect in title of Seller in the above described premises, such policies to be delivered to Purchasers within thirty (30) days of the date of the joint execution of this Agreement.

If title to the described property is found to be defective in the opinion of the title company, Seller shall have thirty (30) days after receipt of written notice of the purported defects within which to cure such defects.

4. **Taxes and Assessments.** N/A

5. **Risk of Loss.** Risk of loss or damage to the premises by fire or other casualty between the date of this Agreement and the date of closing shall be and is assumed by Seller.

6. **Deed.** Seller agrees, on the full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchasers a good and sufficient Warranty Deed to the premises. Purchaser agrees that it shall preserve that portion of the property lying south of "Pogy Place" road, being salt marsh lands of approximately 22.5 acres, for conservation/preservation purposes by recording a Conservation Easement on the same, at or prior to commencement of construction of any improvements on the upland property.

7. **Closing.** Closing shall take place on or before the _____ 10th day of May, 2000, in the office of _____ Poole & Poole, P.A.. At the closing, Seller will provide Purchasers with the deed to the premises. Following the closing, Purchasers shall have the right to exclusive possession of the property.

8. **Assumption of Debt.** Purchaser does hereby assume and agree to pay all payments required under that certain Lease-

Purchase Agreement as hereinabove referred to, and to hold Seller harmless from any liability thereon. Seller warrants to Purchaser that it has made all payments required to be made by it, to date, under said Agreement.

9. **Contingencies.** This Agreement is contingent upon approval by the Board of County Commissioners of Purchaser and the City Commission of Seller.

10. **Closing Costs.**

a. The Seller shall be responsible: Stamps on the Deed.

b. The Purchaser shall be responsible for: Stamps on the Mortgage; Intangible tax on the Mortgage; courier fees; survey costs; any other recording fees.

11. **Survey:** Purchaser accepts the survey of the property previously performed by Olde Isle Surveying & Mapping Company, dated March 4, 1999.

12. **Effective Date; Time.** The "Effective Date" of this Contract is the date on which the last of the parties signs the latest offer. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday, and national legal holidays) and will end at 5:00 p.m. local time of the appropriate day. For purposes of this Contract, the term "local" means in the County where the Property is located.

13. **Complete Agreement.** Both parties acknowledge receipt of a copy of this Contract; that the terms of the Contract are the

entire agreement between them and that they have not received or relied upon any representations by the Broker, if any, or any printed material regarding the Property. **No prior or present agreements or representations will bind Buyer, Seller, or Broker, if any, unless incorporated into this Contract.** This Contract will not be recorded in any public records.

14. **Assignability; Persons Bound.** Purchasers may **not** assign this Contract without Seller's written consent. The terms "Buyer", "Purchasers", "Seller", and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Purchasers and Seller.

15. **Attorney's Fees and Costs.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

16. Purchasers are purchasing said property with the present zoning classification.

17. **Tax Withholding:** The Foreign Investment in Real Property Tax Act (FIRPTA) requires Buyer to withhold a portion of the sale proceeds for payment to the Internal Revenue Service (IRS) if Seller is a foreign person as defined by Federal law. Buyer and Seller will comply with FIRPTA and provide, at or prior to closing, appropriate documentation to establish any exemption from the

withholding requirement. If withholding is required and Buyer does not have enough cash at closing to meet the withholding requirement, Seller will provide the necessary funds, and Buyer will give Seller proof of remittance to the IRS.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVISE OF AN ATTORNEY PRIOR TO SIGNING.


18. TIME IS OF THE ESSENCE.

SIGNED, SEALED AND WITNESSED on the date first above written.


PURCHASERS:

CITY OF FERNANDINA BEACH

ATTEST:



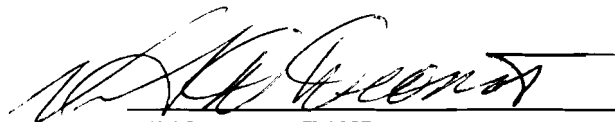
RON SAPP
Its: Mayor

By: 

VICKI P. CANNON
Its: City Clerk

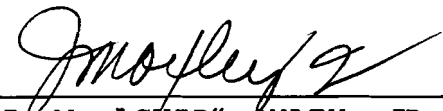
PURCHASERS:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ATTEST:

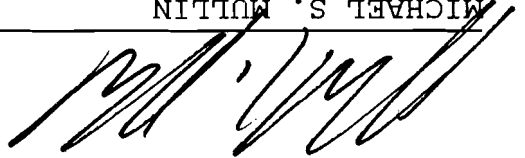


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

h:city-agricola-pes-agmt

County Attorney

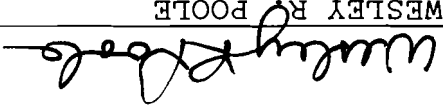
MICHAEL S. MULLIN



Approved as to form by the
Nassau County Attorney

City Attorney

WESLEY R. POOLE



Approved as to form by the
City Attorney

EXHIBIT "A"

PARCEL 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, AND BEING IN AND A PART OF SECTION TEN (10), IN TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, AND WHICH TRACT OR PARCEL OF LAND HEREBY CONVEYED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 676, PAGE 299 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH SEVENTY-NINE (79) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-SEVEN (37) SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND SEVENTY-FIVE HUNDREDTHS (327.75) FEET; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (7) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 404 OF SAID PUBLIC RECORDS A DISTANCE OF SIX HUNDRED SIXTEEN AND EIGHTY-FOUR HUNDREDTHS (616.84) FEET TO THE NORTHEAST CORNER OF SAID LANDS FOR THE POINT OF BEGINNING; THENCE SOUTH SEVENTY-FOUR (74) DEGREES, FIFTY-TWO (52) MINUTES, FIFTEEN (15) SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY-ONE AND SEVENTY-SEVEN HUNDREDTHS (341.77) FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE SEVEN HUNDRED FORTY AND TWENTY-SIX HUNDREDTHS (740.26) FEET MORE OR LESS; THENCE NORTH EIGHTY-THREE (83) DEGREES, THIRTY-SIX (36) MINUTES, FORTY-EIGHT (48) SECONDS EAST, A DISTANCE OF SIX HUNDRED EIGHTY-NINE AND TWO HUNDREDTHS (689.02) FEET MORE OR LESS; THENCE SOUTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS EAST, A DISTANCE OF EIGHT HUNDRED THREE AND NINETY-SIX HUNDREDTHS (803.96) FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD (80' RIGHT OF WAY) DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH SEVENTY-EIGHT (78) DEGREES, TWENTY-TWO (22) MINUTES, FORTY-THREE (43) SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND SEVENTY-FOUR HUNDREDTHS (235.74) FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE ONE HUNDRED TEN AND FIFTY-FOUR HUNDREDTHS (110.54) FEET, (SAID CURVE BEING CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF THREE HUNDRED NINETY-EIGHT AND 1 TENTH (398.10) FEET, A CHORD BEARING OF SOUTH SEVENTY (70) DEGREES, TWENTY-FIVE (25) MINUTES, TWENTY-EIGHT (28) SECONDS WEST AND A CHORD DISTANCE OF ONE HUNDRED TEN AND EIGHTEEN HUNDREDTHS (110.18) FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 213, PAGE 404; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG SAID EASTERLY LINE A

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CONTINUATION OF EXHIBIT "A"

DISTANCE OF FOUR HUNDRED TWENTY-FIVE AND FORTY-TWO HUNDREDTHS (425.42) FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PORTION OF THE AFOREMENTIONED PARCEL "A" LYING SOUTHERLY OF THE AFOREMENTIONED COUNTY ROAD (80' RIGHT OF WAY), DESCRIBED IN DEED BOOK 75, PAGE 139 OF SAID PUBLIC RECORDS, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 213, PAGE 404 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF PARCEL NO. 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "O", PAGE 39 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS A GRANITE MONUMENT MARKED "U.S.M.R" WHICH IS SHOWN AS STATION "C" ON SAID PLAT RECORDED IN PLAT BOOK "O", PAGE 39; THENCE PROCEED NORTH $79^{\circ} 17' 50''$ EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, A DISTANCE OF 327.55 FEET; THENCE NORTH $15^{\circ} 22' 00''$ WEST, A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH $74^{\circ} 38' 00''$ WEST, A DISTANCE OF 312.61 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED "LB2392", THENCE CONTINUE SOUTH $74^{\circ} 38' 00''$ WEST, A DISTANCE OF 31.05 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS "POINT A" AND TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER AS ESTABLISHED BY A SURVEY BY ARC SURVEYING & MAPPING, INC., DATED AUGUST 11, 1993 WHICH SHOWS THE MEAN HIGH WATER LINE AT ELEVATION 3.38 FEET, NATIONAL GEODETIC VERTICAL DATUM, 1929; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED NORTH $74^{\circ} 38' 00''$ EAST A DISTANCE OF 25.00 FEET; THENCE NORTH $15^{\circ} 22' 00''$ WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH $74^{\circ} 38' 00''$ WEST, A DISTANCE OF 374.10 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE PROCEED SOUTHEASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE TO AFORESAID "POINT A".

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK
Continued on next page

CONTINUATION OF EXHIBIT "A"

415, PAGE 169 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

RESERVING UNTO THE GRANTOR HEREIN A 60 FOOT PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE AFOREMENTIONED POINT OF BEGINNING PROCEED NORTH 15° 22' 00" WEST, A DISTANCE OF 100.00 FEET, THENCE NORTH 74° 38' 00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 15° 22' 00" EAST A DISTANCE OF 517.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN 80 FOOT COUNTY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE WHICH IS CONCAVE TO THE SOUTHEAST; SAID CURVE HAVING A RADIUS OF 398.10 FEET, A CENTRAL ANGLE OF 08° 43' 28", AND A CHORD BEARING OF SOUTH 66° 49' 57" WEST AND DISTANCE OF 60.56 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 60.62 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 425.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (SALT MARSH BOUNDARY)

BEING A PORTION OF PARCEL "D" AS DESCRIBED IN OFFICIAL RECORDS BOOK 415, PAGES 169-173 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF SALT MARSH LAND SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

ALL OF THE SALT MARSH PORTION OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 28 EAST, AS LIES NORTH OF THE NORTH BANK OF EGAN'S CREEK AND WEST OF THE WEST RIGHT-OF-WAY OF "COUNTY ROAD 14TH STREET" AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 74611-2601, RECORDED IN ROAD PLAT BOOK 6, PAGE 76, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 30, PAGES 140-141 AND OFFICIAL RECORD BOOK 113, PAGES 601-603 ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS THEREFROM: ALL THAT CERTAIN PARCEL OF LAND DESIGNATED UPON AND ACCORDING TO THE OFFICIAL PLAT OF THE CITY OF FERNANDINA BEACH AS MARSH LOT 13.

**ASSIGNMENT OF LEASE - PURCHASE AGREEMENT
BETWEEN CITY and COUNTY**

In exchange for the CITY OF FERNANINDA BEACH assigning all of its undivided one-half interest in and to that certain Lease - Purchase Agreement, dated March 30, 1999, between **THE TRUST FOR PUBLIC LAND, a California charitable corporation qualified to transact business in Florida**, as the "Lessor" or "Seller", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, and the **CITY OF FERNANDINA BEACH, a municipal corporation**, as the "Lessee" or "Buyer", the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereby agree to pay to the CITY OF FERNANDINA BEACH the sum of \$133,955.54 as follows:

Lease payments paid by City to TPL	\$ 94,858.29
First payment paid by City to TPL	35,550.00
Taxes paid by City prior to exemption	<u>3,547.25</u>
	\$133,955.54

PURCHASER:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

BY: 

Its Chairman

Dated: 5/10/2000

SELLER:

CITY OF FERNANDINA BEACH

BY: 

Its Mayor

Dated: 5/4/2000