

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made this 26th day of June, 2000, by and between **BOBBY HOLLAND and VIRGINIA HOLLAND, his wife**, 6511 Forest City Road, Orlando, FL 32810, 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 and Purchasers agree to purchase the following described real estate, with its appurtenances, located in the County of Nassau, State of Florida, and more particularly described as:

A part of Lot 103 of the North Yulee subdivision in Section 50, Township 3 North, Range 27 East, recorded in Plat Book 2, Page 26 of the public records of Nassau County, Florida.

2. **Purchase Price and Method of Payment.** The purchase price is One Hundred Fifty-Eight Thousand and no/100 Dollars (\$158,000.00), payable at closing.

3. Purchasers shall place the purchase amount of One Hundred Fifty-Eight Thousand and no/100 Dollars (\$158,000.00) in a restricted account for the purchase of the property within twenty-four (24) hours of the joint execution of this Agreement. The funds will remain in a restricted account until the closing or cancellation of the contract pursuant to the terms hereof.

4. **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.

5. **Taxes and Assessments.** Seller agrees to pay any and all taxes and/or assessments to the date of closing.

6. **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.

7. **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.

8. **Closing.** Upon Purchasers' satisfaction of the contingencies, closing shall take place on or before the \_\_\_\_\_ 1st day of August, 2000, in the office of Marshall E. Wood, Esquire, 303 Centre Street, Fernandina Beach, FL 32034. 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.

9. **Contingencies.** This Agreement is contingent upon the following:

(1.) Purchasers shall have sixty (60) days to perform any and all due diligence regarding the property. Said due diligence shall include, but not be limited to, surveys, soil borings, engineering tests, environmental studies, etc.

(2.) Purchasers shall have unlimited access to the property during the said sixty (60) day period.

(3.) Seller and Purchasers agree that the contingency period may be extended by Purchasers for an additional sixty (60) day period upon written request of Purchasers.

(4.) If, during the due diligence period, Purchasers discover data or information that, in its opinion, would cause it not to close, Purchasers shall notify Seller, and they shall have thirty (30) days to address said data or information, and if not mutually resolved, the contract shall expire without obligation on either side.

(5.) Purchasers shall have the right to file for any re-zoning applications(s), conditional use(s), or Comprehensive Plan amendment(s) regarding the property, Seller shall execute any and all documents required to complete said items. Purchase of the property is contingent on successful re-zoning and/or conditional use approval.

10. **Closing Costs.**

- a. The Seller shall be responsible: Stamps on the Deed
- b. The Purchaser shall be responsible for: Survey costs; any other recording fees.

11. **Survey:** Purchaser shall, at Purchaser's expense, have the Property surveyed and deliver written notice to Seller, within five (5) days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated as a title defect.

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. **DEFAULT:** If Seller does not convey title in accordance with the terms of the contract, the binder deposit and the net cost of the survey and title insurance shall be refunded and paid to Purchasers.

18. **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.

19. **BROKER:** The Seller is represented by Curtis Lasserre.

20. Purchasers intend to acquire the property for use as a recreation area, except for the portion of property utilized as a fire station. Purchasers agree to designate the property as "Henry and Maud Holland" recreation facility.

21. TIME IS OF THE ESSENCE.

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

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

PURCHASERS:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



NICK D. DEONAS  
Its: Chairman

ATTEST:



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

Approved as to form by the  
Nassau County Attorney



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MICHAEL S. MULLIN

SELLER:

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BOBBY HOLLAND

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VIRGINIA HOLLAND

f3/holland-p&s-Agmt

**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

**B. TYPE OF LOAN**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		00-4007		

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked '(p.o.c.)' were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 'Adjustments for Items Unpaid By Seller' are based on estimated amounts, and are subject to adjustment by Borrower(s) and Seller(s) when actual amounts become available.

<b>D. Name and Address of Borrower</b> Board of County Commissioners, Nassau County*	<b>E. Name and Address of Seller</b> Bobby B. Holland*	<b>F. Name and Address of Lender</b>
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<b>G. Property Location</b> Part of Lot 103, Pages Dairy Road Yulee, Florida 32097	<b>H. Settlement Agent</b> Marshall E. Wood, P.A. Place of Settlement 303 Centre Street, Suite 100 Fernandina Beach, Florida 32034 (904) 277-4666	<b>I. Settlement Date</b> 8/29/00 <b>Disbursement Date</b> 8/29/00
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<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due From Borrower</b>		<b>400. Gross Amount Due To Seller</b>	
101. Contract sales price	158,000.00	401. Contract sales price	158,000.00
102.		402.	
103. Settlement charges to borrower (line 1400)	2,619.50	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106.		406.	
107. Landfill from 08/29/00 to 10/01/00	3.96	407. Landfill from 08/29/00 to 10/01/00	3.96
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due From Borrower</b>	<b>160,623.46</b>	<b>420. Gross Amount Due To Seller</b>	<b>158,003.96</b>
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>		<b>500. Reductions In Amount Due To Seller</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	1,777.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of 1st mtg loan	
205.		505. Payoff of 2nd mtg loan	
206.		506. Payoff of 3rd mtg loan	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. County Taxes from 01/01/00 to 08/29/00	783.25	510. County Taxes from 01/01/00 to 08/29/00	783.25
211.		511.	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>783.25</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>2,560.25</b>
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross amount due from borrower (line 120)	160,623.46	601. Gross amount due to seller (line 420)	158,003.96
302. Less amounts paid by/for borrower (line 220)	783.25	602. Less reductions in amt. due seller (line 520)	2,560.25
<b>303. Cash</b> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	<b>159,840.21</b>	<b>603. Cash</b> <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	<b>155,443.71</b>

\* BUYER'S ADDRESS: P.O. Box 456, Fernandina Beach, FL 32035

\* SELLER'S ADDRESS: 6511 Forest City Road, Orlando, FL 32810

**THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.**

Previous Edition Is Obsolete

HUD-1 (12-92)  
RESPA, HB 4305.2



**L Settlement Charges**

700. Total Sales/Broker's Commission based on price \$	Division of Commission (line 700) as follows:	
701.		
702.		
703. Commission paid at Settlement		
800. Items Payable in Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806.		
807. Tax Service Fee		
808. Underwriting Fee		
809. Document Preparation Fee		
810. Application Fee		
811.		

900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Ins. Premium for		
903. Hazard Ins. Premium for		
904. Flood Ins. Premium for		
905.		
1000. Reserves Deposited With Lender		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. Flood Insurance		
1004. County Taxes		
1005. Landfill		
1006. Special Beach Asses.		
1007. Homeowner's Assoc.		
1008. Aggregate Adjustment Amount		

1100. Title Charges		
1101. Settlement or Closing Fee to		
1102. Abstract or Title Search to First American Title Insurance Company		44.00
1103. Title Examination		
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary fees		
1107. Attorney's fees to Marshall E. Wood, P.A.		750.00
(Includes above item numbers: 1101, 1105 & 1106)		
1108. Title Insurance to First American Title Insurance Company		865.00
(Includes above item numbers: Line 1104)		
1109. Lender's Coverage: \$		
1110. Owner's Coverage: \$		158,000.00
1111.		
1112.		
1113.		

1200. Government Recording and Transfer Charges		
1201. Recording Fees: Deed \$ 10.50 ; Mortgage \$		10.50
1202. State tax/stamps: Deed \$ 1,106.00 ; Mortgage \$		1,106.00
1203. City/County/stamps: Deed \$		
1204. Stamps on Note(s): \$		
1205. Recording Waiver Agreement		
1300. Additional Settlement Charges		
1301. Survey		
to Manzie & Drake Surveyors		950.00
1302. Pest Inspection		
to		
1303. Attorney Fee & Costs Estate to Marshall E. Wood, P.A.		671.00
1304.		
1305.		
1306.		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

*Bobby B. Holford*  
 Bobby B. Holford  
 Board of County Commissioners, Nassau County

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

*Marshall E. Wood*  
 Marshall E. Wood  
 Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

Date August 29, 2000