

NASSAU COUNTY, FLORIDA

SURPLUS REAL PROPERTY

BID FORM AND PURCHASE AND SALE AGREEMENT

BID NUMBER:	NC12-019
SALE PARCEL NUMBER:	14-2N-28-0000-0009-0010
DESCRIPTION:	Nassau Amelia Utilities (NAU) Property
ADDRESS/LOCATION:	5390 First Coast Highway Fernandina Beach, Florida 32034

MINIMUM BID:	\$304,040.00
AMOUNT OF BID:	\$ 304,040.00
LESS DEPOSIT (Minimum 20% of Bid)	\$ 60,808.00
BALANCE DUE:	\$ 243,232.00

AGREEMENT AND CONSIDERATION

1. **Agreement.** The undersigned, hereinafter referred to as "Purchaser", agrees to the terms of sale set forth in this Bid Form and agrees to pay Nassau County, hereinafter referred to as "the County" the amount entered above as the "Amount of Bid", for the real property identified above (full legal description to be attached).

See Exhibit "A" attached

2. **Payment of Consideration.** Accompanying this bid is a cashier's check, payable to the Nassau County Board of County Commissioners, in the amount entered above as "Deposit". The balance of the purchase price, in the amount entered above as "Balance Due", shall be in the form of a cashier's check, payable to the Nassau County Board of County Commissioners, and shall be due within Thirty (30) days of acceptance by the County of this bid. It is understood that Purchaser acquires no right, title, interest or equity in said real property until the purchase price has been paid.

In the event Purchaser fails to pay the balance due within the time specified, or meet any terms of this agreement, all rights of the Purchaser in the real property described above shall cease and all right, title and interest in said real property shall remain vested in the County, free of any claim of equity in the undersigned Purchaser or those claiming through the Purchaser, and the County shall retain the deposit as liquidated damages for failure of Purchaser to complete the purchase.

CONDITIONS AND TERMS OF SALE

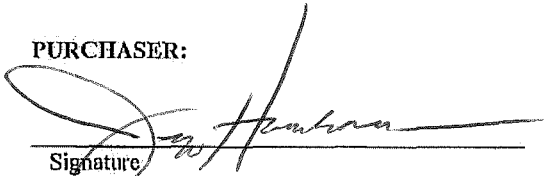
1. **Title Conditions.** This sale is subject to the following:
- a. Special assessments, existing restrictions, reservations and easements, if any, including easements for slopes, drainage facilities, water, gas, electric, and communications services lines and facilities;

against the County. This indemnity by Purchaser against third party claims for environmental damage is specifically given by Purchaser to the County for valuable consideration. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.

7. **Security Fencing.** As a condition of this sale, Purchaser agrees to relocate and replace the security fencing, at Purchaser's expense, to meet Homeland Security requirements for a Utility Water & Wastewater facility. Minimum requirement:
 - a. 6' chain-link fence with three (3) strands of barbed wire.
 - b. Coated with material to protect against corrosion.
 - c. Shall be in substantial conformance with the existing fence.
 - d. Installation of new fencing must be coordinated with Nassau Amelia Utilities (NAU) to ensure that the County's water & wastewater treatment facility is secured at all times.
 - e. Submittals of materials to be provided to Nassau County Public Works for approval prior to purchase and installation.
 - f. Purchaser may be required to relocate/replace automatic gate with same or better gate as port of fence relocation.
8. **Assignment.** Purchaser shall not sell, assign, or transfer this contract without the prior written consent of the County.
9. **Closing Costs.** Nassau County shall prepare and record the deed. Purchaser shall pay recording costs for the deed and any required Health Department lien releases.
10. **Agreement to Survive Closing.** This entire agreement shall survive closing of this sale.
11. **Rejection of Bids/Cancellation of Sale.** The County reserves the right to reject any or all bids at any time prior to recording the Deed. In the event the sale is cancelled by the County after bids are received, all monies deposited shall be refunded without payment of interest.
12. **Acceptance of Bid.** Acceptance of this bid shall be by resolution of the Board of Nassau County Commissioners, which resolution shall authorize the Chair of the Nassau County Board of County Commissioners to execute this Bid Form and all conveyance documents.

Date: 12/10/2012

PURCHASER:


Signature

Florida Public Utilities Co.

Full legal name as it should appear on deed

911 S. 8th Street

Address

Fernandina Beach, FL 32034

City, State, Zip

904-261-3663

Phone Number

PURCHASER:

Signature

Full legal name as it should appear on deed

Address

City, State, Zip

Phone Number

PURCHASER:

PURCHASER:

Signature

Signature

Full legal name as it should appear on deed

Full legal name as it should appear on deed

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

**ACCEPTANCE OF BID
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

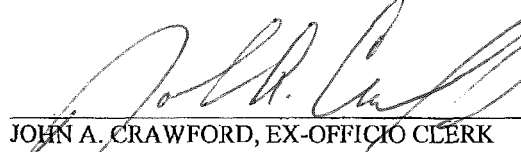


DANIEL B. LEEPER, CHAIR

12-19-12

DATE

ATTEST TO CHAIRMAN'S SIGNATURE



JOHN A. CRAWFORD, EX-OFFICIO CLERK

MES
12-20-12

APPROVED AS TO FORM BY COUNTY ATTORNEY:



DAVID A. HALLMAN

EXHIBIT "A"

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION

PREPARED FOR FLORIDA PUBLIC UTILITIES
MARCH 06, 2012

A PORTION OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET (ALSO KNOWN AS "AMELIA ISLAND PARKWAY"), WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A-1-A), A 200-FOOT RIGHT-OF-WAY; THENCE NORTH 02°19'38" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 536.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 14, THENCE CONTINUE NORTH 02°19'50" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 166.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°19'50" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 407.13 FEET; THENCE NORTH 87°01'27" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.43 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 189, PAGE 140 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 02°19'50" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 170.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, THENCE NORTH 87°01'27" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 02°19'50" WEST, A DISTANCE OF 91.57 FEET; THENCE SOUTH 27°48'01" WEST, A DISTANCE OF 159.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 39.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°46'17", AN ARC DISTANCE OF 44.77 FEET AND BEING SUBTENDED BY A CHORD BEARING AND CHORD DISTANCE OF SOUTH 66°41'09" WEST, 42.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°25'43" EAST, A DISTANCE OF 94.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED STATE ROAD NO. 105 (A-1-A) AND THE POINT OF BEGINNING.

CONTAINING 1.37 ACRES, MORE OR LESS.

Michael A. Manzie
MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 18233

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