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;

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- b. The rights of any utilities or other entities with facilities located with the property subject to this agreement, which may include the right to operate, reconstruct, and maintain their facilities.
- 2. Form of Deed. Nassau County shall deliver a Quit Claim Deed or Treasurer's Deed, conveying its interest in the property but providing no warranties. The deed may contain reservations as provided by law.
- 3. Title Insurance. Nassau County will not provide title insurance. Purchaser may provide and pay for title insurance.
- 4. Condition of Property. The property is sold as-is with no representations or warranties by Nassau County as to its condition, value, or suitability for any purpose. Purchaser is free to examine the property, the public record, building requirements and any other information or evidence related to the condition or suitability of the property. Nassau County will not provide, and the Purchaser shall not rely on, any statements or representations from any person acting on behalf of Nassau County concerning any of the following, except as expressly provided otherwise in this Agreement:
 - a. The exact size or area of the property or any parcel of the property;
 - b. The location of boundaries or corners of the property or any parcel of the property;
 - c. Except as disclosed in this Agreement, the condition of the property, including but not limited to, environmental conditions above or below the ground or present or past compliance with environmental regulations;
 - d. Access to the property;
 - e. Availability of utilities and services to the property;
 - f. Ability of Purchaser to use the property or any portion thereof for any purpose;
 - g. Any other matter affecting or relating to the property or any portion thereof.
- 5. Condition of Property Indemnification. Nassau County shall convey and Purchaser shall acquire title to the property in the condition existing at the time of closing of the sale. Purchaser shall waive, release and forever discharge Nassau County from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of, or in any way growing out of, or in connection with, any physical characteristic or condition of the property, including any surface or subsurface condition, or any law, rule or regulation applicable to the property. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.
- 6. Environmental Indemnification. Purchaser shall be responsible for any required environmental assessments, at Purchaser's expense. Purchaser further acknowledges and covenants that Purchaser shall indemnify and hold the County harmless from any and all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any environmental condition originating from the property, or violation of any environmental law caused by material originating above or below the surface of the property, regardless of who makes any such claim

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.

 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.

2012 Date: PURCHASER: Signature Florida Public ities Lo Full legal name as it should appear on deed 8+1 911 5 Stree Address Fernanding Beach, F. 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

Full legal name as it should appear on deed

Address

Signature

Full legal name as it should appear on deed

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

13.30

APPROVED AS TO FORM BY COUNTY ATTORNEY:

DAVID A. HALLMAN

N. 1881 R. 5/12

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 BLAND PARKWAY"), WITH THE FASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO 105 (A-1-A). A 200-FUOI RIGHT-OF-WAY; THENCE NORTH 02"19"50" EAST, ALOND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF \$35.29 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 92°19'50" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 407.13 FEET, THENCE NORTH \$7"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 159, PAOE 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 60741'09" WEST, 42.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85°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, P.L.S.

FLORIDA REGISTRATION NO. 4069 JOB NO. 18233

> 117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034 OFFICE (904) 491-5700 * FAX (904) 491-5777 * TOLL FREE (888) 832-7730 www.manziesuddrake.com