

Prepared by/Return to:
Mollie M. Garrett, Esq.
463688 State Rd 200 STE 1-315
Yulee, FL 32097

Consideration: \$304,040.00
Parcel No.: 14-2N-24-0000-0009-0010

(Space above this line reserved for recording office use only)

QUITCLAIM DEED

THIS QUITCLAIM DEED, dated the 8th day of February, 2013, by **NASSAU COUNTY**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Yulee, FL 32097 (hereinafter "Grantor"), to **FLORIDA PUBLIC UTILITIES COMPANY**, a Florida corporation, whose address is 917 8th Street Fernandina Beach, FL 32034 (hereinafter "Grantee")

WITNESSETH: That the Grantor for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, remises, releases, conveys and quitclaim unto the Grantee, it successors and assigns all that certain parcel of land situated in Nassau County, Florida and described as follows:

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 DEGREES 19 MINUTES 50 SECONDS 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 DEGREES 19 MINUTES 50 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 166.17 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 02 DEGREES 19 MINUTES 50 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 407.13 FEET, THENCE NORTH 87 DEGREES 01 MINUTES 27 SECONDS EAST DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.43 FEET TO THE NORTHWESTER CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 189, PAGE 340 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THENCE SOUTH 02 DEGREES 19 MINUTES 50 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LANDS A DISTANCE OF 170.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, THENCE NORTH 87 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, THENCE SOUTH 02 DEGREES 19 MINUTES 50 SECONDS WEST A DISTANCE OF 91.57 FEET, THENCE SOUTH 27 DEGREES 48 MINUTES 01 SECONDS WEST A DISTANCE OF 159.42 FEET TO THE POINT OF THE 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 DEGREES 46 MINUTES AND 17 SECONDS AN ARC DISTANCE OF 44.77 FEET AND BEING SUBTENDED BY A CHORD BEARING AND CHORD DISTANCE OF SOUTH 60 DEGREES 41 MINUTES 09 SECONDS WEST, 42.35 FEET TO A POINT OF A TANGENCY THENCE NORTH 86 DEGREES 25 MINUTES AND 43 SECONDS WEST 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.

SUBJECT TO a reservation of easement for operation, use, maintenance and repair of the water treatment facilities located on the subject property of even date herewith and recorded subsequently hereto.

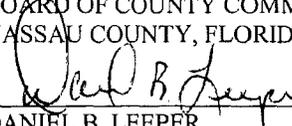
TOGETHER WITH all tenements (property capable of being held with unconditional power of disposition), hereditaments (inheritable interest in property), easements (right to use land of another) and appurtenances (right used with land for its benefit) belonging to or benefiting such property.

TO HAVE AND TO HOLD the same together with all and singular the tenements, improvements, easements, and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

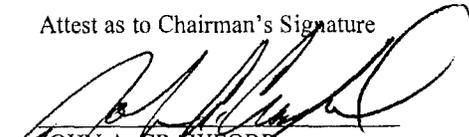
IN WITNESS WHEREOF the Grantor has hereunto set its hand and seal, the day and year first above written.

NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

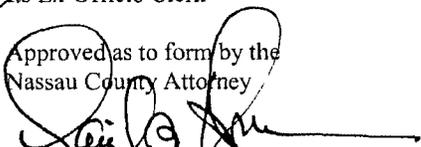
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


DANIEL B. LEEPER
Its: Chairman

Attest as to Chairman's Signature

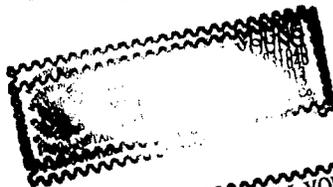

JOHN A. CRAWFORD
Its Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

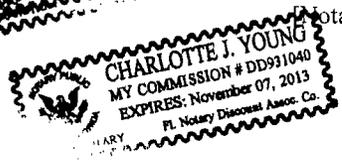

DAVID A. HALLMAN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 11th day of February, 2013, by DANIEL B. LEEPER, as Chairman of Nassau County Board of County Commissioners and on behalf of the County, who is personally known to me.




Notary Public - State of Florida
My commission expires: 11-7-13



[Notarial Seal]

OWNER-SELLER AFFIDAVIT

FLORIDA, NASSAU COUNTY

Personally appeared before the undersigned officer duly authorized to administer oaths, **DANIEL B. LEEPER, Chairman, of the Board of County Commissioners**, hereinafter referred to as Affiant, on behalf of **NASSAU COUNTY, FLORIDA** a political subdivision of the State of Florida, hereinafter referred to as Owner, who says, after being duly sworn on oath by the undersigned officer as follows:

1. Affiant is duly authorized to act on behalf of the owner by the Board of County Commissioners concerning certain real property being sold on this date to **FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation**, herein referred to individually and jointly as Buyer, and is contemporaneously herewith conveyed to Buyer by Quitclaim Deed.

2. Affiant says said real property is located in Nassau County, Florida, and is further described as

SEE EXHIBIT "A" ATTACHED HERETO AND BY ATTACHMENT
INCORPORATED HEREIN AND MADE A PART HEREOF,
hereinafter referred to as the Property.

3. Affiant says the Property is the same Property that was inspected by Buyer or agents of Buyer, that the improvements are located within the limits of the Property, that there are no violations of any restriction or zoning applicable thereto, that no interest in the Property has been sold or conveyed, and that no change has been made or damage occurred in the improvements since the Property was last inspected as aforesaid.

4. Affiant says that Owner is in indisputable possession of the Property and knows of no one claiming under any unrecorded bond for title, contract of sale or other instrument of any kind or of anyone else claiming any interest, right or title thereto whatsoever except for existing matters appearing on the public records, none of which, however, disputes the right of Owner to possess the same or Owner's ownership, except any contract held by Buyer.

5. Affiant says that there are no suits, judgments, bankruptcies, or executions pending against Owner in any court whatsoever that could in any way affect the title to said lands or constitute a lien thereon, and that Owner is not surety on any bond of any country, or county or city official, or any other bond that through default of the principal therein a lien would be created superior to the Quitclaim Deed mentioned above, nor are there any loan deeds, trust deeds, mortgage or liens of any nature whatsoever unsatisfied against said lands.

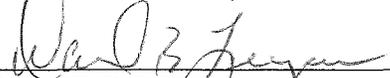
6. Affiant says there are no unpaid bills of any nature, either for labor, materials or services, for any improvements, surveys, architectural or engineering services, or other labor, materials or services for which liens can be filed, within the past 90 days and there are no fixtures now installed in any buildings or on the Property that have not been paid in full, and no person has any right to claim any lien for any labor, materials, or services.

7. Affiant is suffering from no legal disabilities and makes this affidavit to induce Buyer to close the sale and disburse proceeds thereof.

8. Further, Affiant says not.

This 8th day of February, 2013.

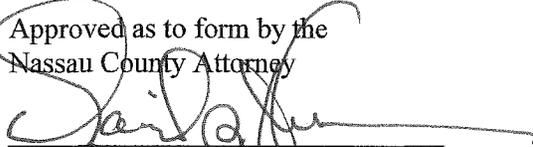
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


DANIEL B. LEEPER
Its: Chairman

Attest as to Chair's
Signature:

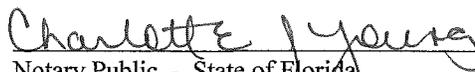

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

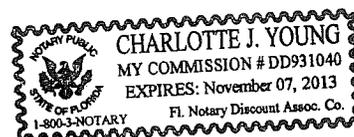

DAVID A. HALLMAN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to and subscribed before me this 11th day of February, 2013, by Daniel B. Leeper, as Chairman of the Nassau County Board of County Commissioners and on behalf of Nassau County, Florida a political subdivision of the State of Florida, who is personally known to me and did take an oath.


Notary Public - State of Florida
My commission expires: 11-7-13

[Notarial Seal]



CLOSING AGREEMENT

CLOSING DATE: February 8, 2013

FILE: FPU/Nassau County

SELLER: NASSAU COUNTY, a Political Subdivision of the State of Florida

BUYER: FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation

LENDER/FUNDING SOURCE: CASH – NO FINANCING

CLOSING ATTORNEY: Mollie M. Garrett, Attorney at Law

PROPERTY: See Exhibit "A"

If requested by the Closing Attorney, Seller and Buyer agree to fully cooperate in correcting any clerical or typographical errors on any closing documents which may be required for the disbursement of funds, to complete the issuance of title insurance, or to comply with the purchase and sale contract or requirements of Buyer's mortgage lender.

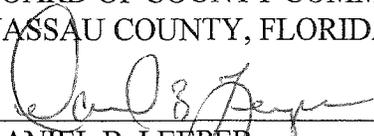
The Seller and Buyer agree to a disbursement of the proceeds according to the Settlement Statement prepared and signed at (or in advance of) closing.

ALL TERMS, CONDITIONS AND CONTINGENCIES SET FORTH IN THE CONTRACT FOR SALE AND PURCHASE HAVE BEEN EITHER MET, SATISFIED, OR EXPRESSLY WAIVED BY AND TO THE SATISFACTION OF THE PARTIES HERETO, OR IN THE EVENT SAID TERMS, CONDITIONS AND CONTINGENCIES HAVE NOT BEEN MET, SATISFIED OR EXPRESSLY WAIVED BY AND TO THE SATISFACTION OF THE PARTIES HERETO, THE PARTIES HERETO EXPRESSLY RELEASE AND RELIEVE CLOSING ATTORNEY FROM ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

We hereby agree to the terms of this Closing Agreement and the information stated in any estoppel statement, status letter, or payoff letter, issued in regard to this transaction.

**NASSAU COUNTY, a Political Subdivision
of the State of Florida**

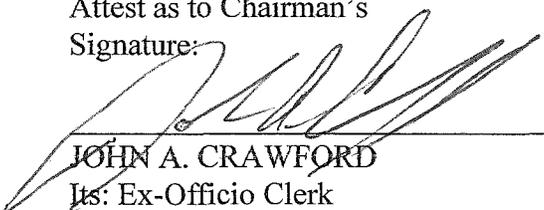
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER

Its: Chairman

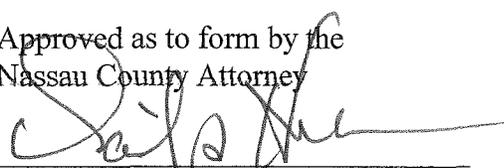
Attest as to Chairman's
Signature:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

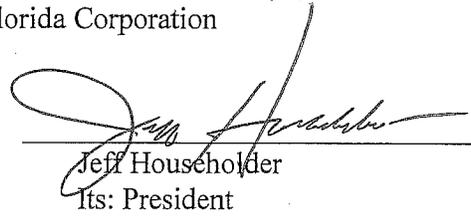


DAVID A. HALLMAN

BUYER:

Florida Public Utilities Company,
a Florida Corporation

By: _____

A handwritten signature in black ink, appearing to read "Jeff Householder", is written over a horizontal line. The signature is cursive and stylized.

Jeff Householder
Its: President



Mollie M. Garrett
Attorney at Law

molliegarrett@mgarrettlaw.com
mgarrettlaw.com

Mailing Address:

463688 State Road 200 STE 1-315
Yulee, Florida 32097

904/491-3700 voice

February 7, 2013

David A. Hallman
County Attorney
96135 Nassau Place Ste 6
Yulee, Florida 32097

HAND DELIVERY

RE: FPU purchase of NAU property

Dear David,

Pursuant to our discussions and my engagement by FPU, I enclose the following documents for the sale of the surplus real property the Board approved on December 19, 2012:

- a. Settlement Statement
- b. Quitclaim Deed
- c. Easement Agreement
- d. Owners-Affidavit
- e. Closing Agreement

These documents have previously been circulated to the parties, and this final version just approved by FPU's counsel. The documents will be forwarded today via email to Mr. Jeff Householder, President of FPU for execution. I am holding the outstanding sales proceeds, and I am prepared to close as soon as I can get the signed documents returned to me by all parties. I am available to come by your office to assist in signing the documents as you or the Chairman may require.

You will note that the Settlement Statement indicates a previously paid deposit in the amount of \$60,808.00, which I understand has been received and is being held by the Clerk of Court, so the sales proceeds I have collected reflect the amount due the County \$243,232.00 plus all costs.

As always, please contact me with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'M. Garrett'.

Mollie M. Garrett, Esq.

cc: Shannon Shaw, Esq. for the Clerk of Court – via email

enclosures



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan		6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins			
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.				
D. Name & Address of Borrower: FLORIDA PUBLIC UTILITIES COMPANY 917 8TH STREET FERNANDINA BEACH, FL 32097		E. Name & Address of Seller: NASSAU COUNTY, a political sub- division of the State of Florida 96135 NASSAU PLACE YULEE, FL 32097		F. Name & Address of Lender:
G. Property Location: 5390 FIRST COAST HWY FERNANDINA BEACH, FL 32034		H. Settlement Agent: Mollie M. Garrett, Atty at Law 463688 State Rd 200 STE 1-315 Yulee, FL 32097		TIN: Phone: (904) 491-3700
Lot: Block:		I. Settlement Date: 2/8/2013 Funding Date: 2/8/2013		
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller		
101. Contract sales price	304,040.00	401. Contract sales price	304,040.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	4,645.20	403.		
104.		404.		
105.		405.		
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance		
106. City/town taxes:		406. City/town taxes:		
to		to		
107. County taxes:		407. County taxes:		
to		to		
108. Assessments:		408. Assessments:		
to		to		
109.		409.		
110.		410.		
111.		411.		
112.		412.		
120. Gross Amount Due From Borrower	308,685.20	420. Gross Amount Due To Seller	304,040.00	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller		
201. Deposit or earnest money	60,808.00	501. Excess deposit (see instructions)	60,808.00	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first mortgage loan		
205.		505. Payoff of second mortgage loan		
206.		506.		
207.		507.		
208.		508.		
209.		509.		
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller		
210. City/town taxes:		510. City/town taxes:		
to		to		
211. County taxes:		511. County taxes:		
to		to		
212. Assessments:		512. Assessments:		
to		to		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. Total Paid By/For Borrower	60,808.00	520. Total Reduction Amount Due Seller	60,808.00	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller		
301. Gross Amount due from borrower (line 120)	308,685.20	601. Gross amount due to seller (line 420)	304,040.00	
302. Less amounts paid by/for borrower (line 220)	60,808.00	602. Less reductions in amount due seller (line 520)	60,808.00	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	247,877.20	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	243,232.00	

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		File Number:	Loan Number:		
700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable In Connection With Loan					
801. Our origination charge	\$		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)		
803. Your adjusted origination charges			(from GFE A)		
804. Appraisal fee to			(from GFE #3)		
805. Credit report to			(from GFE #3)		
806. Tax service to			(from GFE #3)		
807. Flood certification			(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Daily interest charges from 2/8/2013 to 3/1/2013 @ \$ /day			(from GFE #10)		
902. Mortgage insurance premium for 0 months to			(from GFE #3)		
903. Homeowner's insurance for 0 years to			(from GFE #11)		
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	months @	per mo	\$		
1003. Mortgage insurance	months @	per mo	\$		
1004. Property taxes	months @	per mo	\$		
1005.	months @	per mo	\$		
1006.	months @	per mo	\$		
1007. Aggregate Adjustment			\$0.00		
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	500.00	
1102. Settlement or closing fee Mollie M. Garrett, Esq.			\$500.00		
1103. Owner's title insurance Old Republic National Title Insurance			(from GFE #5)	1,595.50	
1104. Lender's title insurance					
1105. Lender's title policy limit	\$				
1106. Owner's title policy limit	\$304,040.00				
1107. Agent's portion of the total insurance premium	\$1,116.85				
1108. Underwriter's portion of the total insurance premium	\$478.65				
1109. Title Search to Mollie M. Garrett, Esq.				350.00	
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)	71.00	
1202. Deed \$18.50	Mortgage \$		Release \$		
1203. Transfer taxes			(from GFE #8)	2,128.70	
1204. City/County tax/stamps: Deed \$2,128.70	Mortgage \$				
1205. State tax/stamps: Deed \$	Mortgage \$				
1206. Easement Agreement			\$52.50		
1207.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #6)		
1302.					
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				4,645.20	

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.

FLORIDA PUBLIC UTILITIES COMPANY

Buyer/Borrower

NASSAU COUNTY, a political sub-

Seller

Buyer/Borrower

division of the State of Florida

Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Mollie M. Garrett, Atty at Law

Settlement Agent

2/8/2013
Date

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 or imprisonment.