

## REAL ESTATE SALE AGREEMENT

(Approx. 35 Acres of Vacant Land off Lessie Road, Hilliard, Nassau County Florida Tax ID: 49-4N-25-4201-0008-0000)

THIS AGREEMENT is made as of the 13<sup>th</sup> day of April 2020, between Nassau County, a body politic within the State of Florida (“Nassau County” and also referred to herein as “Buyer”), and Allison Lands, Inc., a Florida corporation (“Allison” and also referred to herein as “Seller”).

### Background

Buyer wishes to purchase certain unimproved property in Nassau County, Florida, consisting of approximately 35 +/- acres, more particularly described in Exhibit “A” attached hereto (the “Property”).

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions

### 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 Agreement means this Real Estate Sale Agreement, which shall supersede all prior agreements and understandings between Buyer and Seller concerning the sale and purchase of the Seller’s interest in the Property.

1.2 Closing means generally the execution and delivery of those documents and funds necessary to effect the sale of the Property to Buyer.

1.3 Closing Date means the date on which the Closing occurs.

1.4 Earnest Money Deposit means the deposits delivered by Buyer to Escrow Agent under Section 2.1 of this Agreement, together with the earnings thereon, if any.

1.5 Effective Date means the business day on which the last of the Buyer and Seller has executed this Agreement.

1.6 Environmental Law means any current legal requirement in effect at the Closing Date pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, protection or use of natural resources and wildlife, (c) the protection or use of source water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any

release to air, land, surface water, and groundwater); and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801, Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. 11001 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended by 42 USC 300(f) et seq., and any similar, implementing or successor law, any amendment, rule, regulation, order or directive, issued thereunder.

1.7 Escrow Agent means the firm identified as the Escrow Agent in Section 10.2 of this Agreement.

1.8 Hazardous Material means any hazardous or toxic substance as defined in or regulated by any Environmental Law in effect at the pertinent date or dates.

1.9 Inspection Period means the period of time which begins on the Effective Date and ends at 6:00 p.m. local Fernandina Beach, Florida time on the one hundred twentieth (120<sup>th</sup>) day after the Effective Date.

1.10 Permitted Exceptions means only the following interests, liens and encumbrances:

- (a) Liens for ad valorem taxes not payable on or before Closing; and
- (b) Covenants, restrictions, easements, and other matters of record;

it being understood, however, that Buyer shall have the Inspection Period within which to determine whether any such item will materially and adversely affect Buyer's contemplated use of the Property.

1.11 Property means the lands and easements more particularly described at Exhibit "A", less and except any and all property previously conveyed by Seller.

1.12 Purchase Price means the consideration agreed to be paid by Buyer for the purchase of the Property as set forth in Section **Error! Reference source not found.** (subject to prorations and adjustments as provided herein).

1.13 Survey means a map of a staked survey of the Property prepared by the surveyor who prepared the existing survey identified on Exhibit 1.14 attached hereto (the "Existing Survey. The Survey shall be certified to Buyer, Seller, Title Agent and the Title Company. The Existing Survey has been or will be delivered to Buyer within three (3) business days after the Effective Date.

1.14 Title Company means a nationally recognized title insurer licensed to do write title policies in the state of Florida.

1.15 Title Insurance means an ALTA Form B owners policy of title insurance in the amount of the Purchase Price insuring marketable fee simple title to the Property in Buyer, subject only to the Permitted Exceptions, issued by the Title Company. Should Buyer or Buyer's lender require special endorsements to any policy, the cost of such endorsement(s) shall be borne by Buyer.

1.16 Title Insurance Commitment means a preliminary title report whereby the Title Company agrees to issue the Title Insurance to Buyer, together with copies of all instruments which are exceptions noted therein or conditions to be satisfied.

## 2. PURCHASE PRICE AND PAYMENT

2.1 Purchase Price; Payment. The total Purchase Price for the Property (subject to adjustment as provided herein) shall be equal to Nine hundred Seventy thousand and NO/100 (\$970,000.00), minus such amount so that the Seller receives net proceeds equal to Eight hundred Seventy-five thousand and NO/100 dollars (\$875,000.00) at Closing with the difference between the \$970,000.00 and the net to seller recognized as a Seller credit to Buyer.

2.2 Earnest Money Deposit. An initial earnest money deposit in the amount of One hundred and NO/100 Dollars (\$100.00) shall be deposited with Escrow Agent by Buyer. All deposits made as earnest money, together with the earnings thereon, shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing. After the conclusion of the Inspection Period the Earnest Money Deposit (increased as aforesaid) shall not be refundable except upon terms otherwise expressly set forth herein.

2.3 Tax Prorations. Ad valorem taxes and assessments shall be prorated at Closing as of 11:59 p.m. of the day preceding the Closing Date, based upon the highest discounted rate for ad valorem taxes for the year of closing. If the amount of the taxes for the year of closing are not available on the Closing Date, such taxes will be prorated based upon the highest discounted rate for the immediately preceding calendar year. In the event of a substantial change in the ad valorem taxes charged as compared to what was used for proration, then on or before December 31 of the year of Closing, the Buyer and Seller shall reprorate all ad valorem taxes and assessments, whereupon Seller shall pay to Buyer or Buyer shall pay to Seller, as the case may be, all monies owed thereby.

### 2.4 Closing Costs:

(a) Seller shall pay:

- (1) The costs, if any, of satisfying any liens, curing title defects and recording any curative title documents.

- (b) Buyer shall pay:
- (1) The costs of Buyer's due diligence investigations;
  - (2) The costs of the Phase I environmental site assessment to be obtained by Buyer, if any;
  - (3) Transfer taxes imposed upon the transactions contemplated hereby, if any;
  - (4) The costs of Title Insurance;
  - (5) The costs of the Survey;
  - (6) The Escrow Agent's fees, which fees shall not exceed \$500.00;
  - (7) The costs, fees and taxes attributable to Buyer's financing, if any; and
  - (8) The costs of recording the closing documents to be recorded.

### 3. INSPECTION PERIOD AND CLOSING

3.1 Inspection Period. Buyer shall have the Inspection Period within which to physically inspect the Property and conduct its due diligence related thereto. Buyer and Buyer's officers, employees, consultants, attorneys, and other authorized representatives shall have the right to reasonable access to the Property and to title information, surveys, and environmental assessment reports in Seller's possession, at reasonable times during the Inspection Period, for the purpose of inspecting the Property, taking soil and ground water samples, conducting Hazardous Materials inspections, tests and assessments, and otherwise conducting its due diligence review. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics liens caused by or arising from Buyer and its agents and contractors in the conduct of such inspections and investigations. Prior to any entry upon any Property by Buyer or any officer, employee, agent, consultant or contractor of Buyer, Buyer shall provide Seller with an insurance certificate reflecting liability insurance coverage of not less than \$1,000,000.00 and naming Seller as an additional insured. Buyer's indemnity and insurance obligations shall survive the Closing or early termination hereof. Seller shall cooperate with and assist Buyer in making such inspections, interviews, and reviews.

Within five (5) days after the Effective Date of this Agreement, the Seller shall deliver to the Buyer or Buyer's counsel copies of the following, to the extent such items are within the Seller's possession and control: any development order, protective covenants or plats affecting the Property, copies of all existing title insurance policies, boundary or topographical surveys, environmental reports, geotechnical reports,

engineering plans, permits, approvals, licenses and any and all other applications, agreements, documents or instruments relating to the Property

3.2 Development Applications. Buyer shall have the Inspection Period to apply to any governmental agencies holding jurisdiction over the Property for necessary governmental permits and to obtain all required governmental approvals necessary for its intended use of the Property, including but not limited to (i) zoning; (ii) site plan; (iii) wetlands; (iv) transportation including FDOT connection permits; (v) concurrency, fair share, or mobility fees; (vi) stormwater; (vii) utilities; (viii) variances; and (ix) conditional use approvals (collectively, the "Approvals").

Seller agrees to work in good faith with Buyer in obtaining the Approvals, including by executing such owner authorizations as are necessary to enable Buyer to pursue all such Approvals in Seller's possession necessary to utilize the Property for its intended use, including Approvals related to any Concurrency Certificate, St. Johns River Water Management District, Florida Department of Environmental Protection, and US Army Corps of Engineers. At Closing, Seller shall assign to Buyer any Approvals in the name of Seller and other intangible property rights with respect to the Property for no additional consideration.

3.3 Buyer's Termination Right. Within the Inspection Period, Buyer may elect whether or not to go forward with this Agreement to Closing, which election shall be made by notice to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination such as Buyer's indemnity and insurance obligations in Section 3.1, shall terminate, whereupon Escrow Agent shall promptly return to Buyer the Earnest Money Deposit. Buyer shall return to Seller the materials and information furnished to Buyer by Seller and any other due diligence materials, including, without limitation, any and all third party reports and surveys, acquired by Buyer during the Inspection Period, at no cost to Seller, after the Buyer's receipt of the Earnest Money Deposit.

3.4 Time and Place of Closing. Unless this Agreement is terminated by Buyer or otherwise agreed in writing by the parties, the Closing shall take place at the offices of Escrow Agent at a mutually agreed upon time, or by overnight express delivery, on the fifteenth (15<sup>th</sup>) day following the final approval of the change of zoning, as provided in Section 3.4, above.

#### 4. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller, in its capacity as owner of the Property, warrants and represents, and, where indicated, covenants and agrees, as follows:

4.1 Authority. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.

4.2 Title. Seller is the owner in fee simple of the Property.

4.3 Litigation. There is no litigation or proceeding pending, or to the best of Seller's knowledge, threatened against Seller relating to the Property.

4.4 Environmental Matters. Seller has used no Hazardous Material at the Property in violation of an Environmental Law nor has Seller knowingly permitted any other person to do so.

4.5 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters.

4.6 Seller's Knowledge. When used herein, the term "to the best of Seller's knowledge" or "to the best of knowledge of Seller" shall mean only the actual, current, conscious knowledge, without inquiry (not constructive or implied knowledge) of Robert Scott Allison.

## 5. WARRANTIES AND REPRESENTATIONS OF BUYER

Buyer warrants and represents and, where indicated, covenants and agrees, as follows:

5.1 Authority. Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

### 5.2 USA Patriot Act.

- (a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").
- (b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designed and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

## 6. POSSESSION; RISK OF LOSS

6.1 Possession. Possession of the Property will be transferred to Buyer or its permitted assignee at the conclusion of the Closing.

6.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material and substantial portion of the Property is damaged by fire or other casualty, or if any material and substantial portion of the Property is taken or formally threatened by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

- (a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller; or
- (b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under any insurance policies or as condemnation awards.

## 7. TITLE MATTERS

Within three (3) days after the Effective Date, Seller will deliver to Buyer copies of the Existing Title Policy and Existing Survey. Buyer shall order the new Title Insurance Commitment within three (3) business days after the Effective Date and will use diligent efforts to obtain and deliver the new Title Insurance Commitment within fourteen (14) days after the Effective Date. Within three (3) business days after the Effective Date, Buyer shall promptly order a new Survey. Buyer will have twenty (20) days after its receipt of both the new Title Insurance Commitment and the new Survey, but in no event longer than the end of the Inspection Period, within which to notify Seller in writing of any conditions, defects, encroachments, or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the Title Insurance Commitment (other than liens arising through Seller which are removable by the payment of money, for which Seller shall be obligated to cure) or by the new Survey which is not timely specified in Buyer's written notice to Seller, shall be deemed a Permitted Exception. Seller shall have a period of five (5) business days after receipt of Buyer's title objection letter in which to elect to cure such title objections, provided however that Seller shall not be obligated to cure or institute any litigation with respect thereto (other than liens arising through Seller). If Seller elects to cure such title objections, Seller shall use reasonable efforts to cure such objections to title or survey by Closing. If Seller elects not to cure such title objection(s), within two (2) business days after Seller's response, Buyer shall elect to (i) refuse to purchase the Property and terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property, subject to the objection(s), and without reduction of the Purchase Price. In the event Buyer fails to deliver notice of its election to Seller, Buyer shall be deemed to have elected to waive such objection(s) and close the purchase of the Property.

## 8. CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing Seller shall deliver:

- (a) A special warranty deed in the form attached hereto as Exhibit 8.1(a);
- (b) An owner's affidavit in the form attached hereto as Exhibit 8.1(b);
- (c) Resolutions or affidavits of Seller authorizing the transaction described herein;
- (d) A Closing Statement identifying costs attributable to the transaction as provided herein; and
- (e) Such other documents as the Title Company may reasonably request to effect the transactions contemplated by this Agreement.

8.2 Buyer Deliveries. At Closing Buyer shall deliver:

- (a) A direction to Escrow Agent to disburse the Earnest Money Deposit to Seller;
- (b) The balance of the Purchase Price;
- (c) Resolutions or affidavits of Buyer authorizing the transactions described herein;
- (d) A Closing Statement identifying costs attributable to the transaction as provided herein; and
- (e) Such other documents as the Title Company may reasonably request to effect the transactions contemplated by this Agreement.

8.3 Reasonable Efforts. Each of the parties hereto agrees to use reasonable efforts to take or cause to be taken all actions reasonably necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

## 9. BREACH; REMEDIES

9.1 Breach by Seller. In the event of a breach of Seller's obligations herein, Buyer may, at Buyer's election: (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as expressly survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

9.2 Breach by Buyer. In the event of a breach of Buyer's obligations herein, Seller's sole legal and equitable remedy (except for breaches related to Buyer's



indemnity and insurance obligations) shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except the indemnity and insurance obligations of Buyer, for which Seller, in the event of a breach thereof by Buyer, shall have available to it all remedies at law or in equity).

9.3 Post-Closing Breach by Seller. In the event of a breach of Seller's obligations herein that occurs after Closing, Buyer's remedies shall be governed by Section 10.12 below, as Buyer's sole and exclusive remedy.

9.4 Post-Closing Breach by Buyer. In the event of a breach of Buyer's obligations herein that occurs after Closing, Seller shall have any and all remedies available at law and in equity.

## 10. MISCELLANEOUS

10.1 Commissions. Seller and Buyer represent to each other that neither Seller (in the case of Seller's representation) nor Buyer (in the case of Buyer's representation) has dealt with nor does it have any knowledge of any broker or other person who has or may have any claim against Seller, Buyer, or the Property for a brokerage commission, finder's fee, or like payment arising out of or in connection with this transaction. Buyer agrees to indemnify and hold Seller harmless from any other such claim arising by, through, or under Buyer, and Seller agrees to indemnify and hold Buyer harmless from any other such claim arising by, through, or under Seller.

10.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, electronic mail (.pdf), or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

Allison Lands, Inc., a Florida corporation  
 96034 Sandy Pointe Circle  
 Fernandina Beach, Florida 32034  
 Telephone: (904) 753-1576  
 Facsimile: \_\_\_\_\_  
 Email: robertscottallison@gmail.com

With a copy to  
Seller's Counsel:

Rogers Towers, P.A.  
Attention: Jon C. Lasserre, Esq.  
960185 Gateway Blvd., Suite 203  
Fernandina Beach, Florida 32034  
Telephone: 904/261-5618  
Facsimile: 904/396-0663  
Email: jlasserre@rtlaw.com

As to Buyer:

Nassau County  
96135 Nassau Place  
Suite 1  
Yulee, Florida 32097  
Telephone: (904) 530-6010  
Facsimile: \_\_\_\_\_  
Email: mmullin@nassaucountyfl.com

Escrow Agent:

Rogers Towers, P.A.  
Attention: Jon C. Lasserre, Esq.  
960185 Gateway Blvd., Suite 203  
Fernandina Beach, Florida 32034  
Telephone: 904/261-5618  
Facsimile: 904/396-0663  
Email: jlasserre@rtlaw.com

Any such notice or demand so secured, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

10.3 Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

10.4 Validity. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.5 Judicial Interpretation. Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof

10.6 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right

of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

10.7 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

10.8 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

10.9 Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

10.10 Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

10.11 Counterparts, Further Instruments, Etc. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Buyer shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

10.12 No Recording. Neither this Agreement nor any memorandum notice or short form hereof shall be recorded.

10.13 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in this Agreement, including, without limitation, Article 4 hereof, shall survive the Closing for a period of one hundred eighty (180) calendar days following the Closing Date (the "Survival Period"), at which time they will be of no further force or effect except as hereinafter provided in this Section 10.12. No claim asserted after Closing for a breach of any representation or warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing or disclosed or referenced in this Agreement, the documents delivered as part of the due diligence documentation, the Existing Title Policy, Existing Survey, Title Insurance Commitment or the Survey.

10.14 Successors and Assigns. Buyer shall have the right to assign its rights hereunder, including to affiliated entities. An affiliated entity for purposes hereof shall

include any entity which is wholly owned by a party or by a parent of a party, or any entity in which a party or a parent of a party has an equity interest. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. No third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

10.15 Entire Agreement. This Agreement, together with the exhibits attached hereto, supercedes all prior agreements between the parties as to the Property, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by Buyer and Seller or their respective counsel identified herein.

10.16 Facsimile or .pdf. Signatures to this Agreement transmitted by telecopy or email (.pdf) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or emailed signature and shall accept the telecopied or emailed signature of the other party to this Agreement.

10.17 Radon Gas. Radon is a naturally occurring radioactive gas which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon which exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“SELLER”

ALLISON LANDS, INC., a Florida corporation

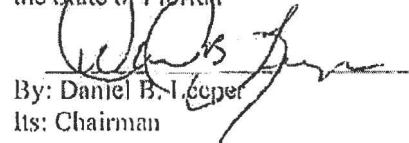
  
By: Robert Scott Allison

Its: President

Date: 4/17/2020

“BUYER”

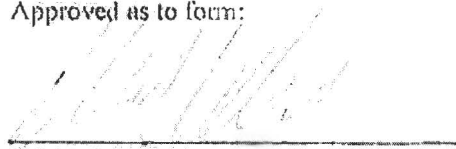
NASSAU COUNTY, body politic within the State of Florida

  
By: Daniel B. Leeper

Its: Chairman

Date: 4-13-20

Approved as to form:



Michael S. Mullin, Esq.  
County Attorney

**JOINDER OF ESCROW AGENT**

Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of the foregoing Agreement.

**ROGERS TOWERS, P.A.**

By:  Its Authorized Agent

Date: 04/17/2020

“ESCROW AGENT”

**JOINDER OF ESCROW AGENT**

Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of the foregoing Agreement.

**ROGERS TOWERS, P.A.**

By: \_\_\_\_\_  
Its Authorized Agent

Date: \_\_\_\_\_

“ESCROW AGENT”

## EXHIBIT "A"

LOT 8, KINGS PLANTATION, AS RECORDED IN PLAT BOOK 6, PAGES 235 AND 236 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA,

TOGETHER WITH A PART OF SECTION 49, TOWNSHIP 4 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA AS DESCRIBED IN OFFICIAL RECORDS BOOK 875, PAGES 836 THROUGH 840, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF LESSIE ROAD (A 60 FOOT RIGHT-OF-WAY AS PER OFFICIAL RECORDS BOOK 617, PAGE 488, OF SAID PUBLIC RECORDS) WITH THE SOUTH LINE OF SAID SECTION 49; THENCE NORTH  $49^{\circ}37'39''$  EAST, ALONG THE SOUTH LINE OF SAID SECTION 49, A DISTANCE OF 339.17 FEET TO A FOUND 4"x4" CONCRETE MONUMENT, STAMPED PLS NO. 1558; THENCE SOUTH  $49^{\circ}37'39''$  WEST, ALONG THE SOUTH LINE OF SAID SECTION 49, A DISTANCE OF 339.17 FEET TO AN INTERSECTION WITH THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF LESSIE ROAD, SAID LINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1644.78 FEET; THENCE NORTHWESTERLY, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.68 FEET, A CHORD BEARING AND DISTANCE OF NORTH  $52^{\circ}52'38''$  WEST, A DISTANCE OF 84.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $54^{\circ}26'38''$  WEST, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 223.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 991.70 FEET; THENCE NORTHWESTERLY, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 309.11 FEET, A CHORD BEARING AND DISTANCE OF NORTH  $63^{\circ}16'40''$  WEST, A DISTANCE OF 307.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $72^{\circ}13'27''$  WEST, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 295.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1201.57 FEET; THENCE NORTHWESTERLY, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.61 FEET, A CHORD BEARING AND DISTANCE OF NORTH  $79^{\circ}33'28''$  WEST, A DISTANCE OF 306.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $87^{\circ}16'14''$  WEST, CONTINUING ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.81 FEET; THENCE NORTH  $15^{\circ}44'35''$  WEST, DEPARTING SAID NORTHEAST RIGHT-OF-WAY LINE OF LESSIE ROAD, A DISTANCE OF 306.42 FEET TO A FOUND 4"x4" CONCRETE MONUMENT, STAMPED L.B. NO. 7039, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 11, KINGS PLANTATION; THENCE NORTH  $74^{\circ}51'06''$  EAST, ALONG THE SOUTH LINE OF SAID LOT 11 AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 557.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, KINGS PLANTATION; THENCE NORTH  $15^{\circ}08'54''$  WEST, ALONG



THE WEST LINE OF SAID LOT 8, A DISTANCE OF 422.88 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF RIVER BLUFF DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY AS SHOWN ON AFORESAID PLAT OF KINGS PLANTATION) SAID RIGHT-OF-WAY LINE BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 73.25 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RIVER BLUFF DRIVE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 163.48 FEET, A CHORD BEARING AND DISTANCE OF NORTH 22°21'09" EAST, A DISTANCE OF 131.60 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.14 FEET; THENCE NORTHWESTERLY, ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.51 FEET, A CHORD BEARING AND DISTANCE OF NORTH 46°00'58" WEST, A DISTANCE OF 15.49 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 7, KINGS PLANTATION, SAID LINE BEING A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 251.68 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE DEPARTING SAID EAST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 7.80 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°52'17" EAST, A DISTANCE OF 7.80 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 78.50 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.17 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81°49'06" EAST, A DISTANCE OF 34.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7, KINGS PLANTATION AND A FOUND 4"x4" CONCRETE MONUMENT, STAMPED L.B. NO. 7039; THENCE NORTH 15°08'54" WEST, ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 549.59 FEET TO A FOUND 4"x4" CONCRETE MONUMENT, STAMPED L.B. NO. 7039; THENCE CONTINUE NORTH 15°08'54" WEST, ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 1 FOOT, MORE OR LESS, TO THE WATERS EDGE OF THE SAINT MARYS RIVER; THENCE NORTHEASTERLY, ALONG WATERS EDGE AND THE MEANDERINGS THEREOF, A DISTANCE OF 630 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 15°12'32" WEST, A DISTANCE OF 2080 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE SOUTH 15°12'32" EAST, DEPARTING SAID WATERS EDGE, A DISTANCE OF 12 FEET, MORE OR LESS, TO A FOUND 4"x4" CONCRETE MONUMENT; THENCE CONTINUE SOUTH 15°12'32" EAST, A DISTANCE OF 2068.42 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AFORESAID SECTION 49 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE WILLIAM DRUMMOND GRANT, SECTION 49, TOWNSHIP 4 NORTH, RANGE 25 EAST OF NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, KINGS PLANTATION, AS RECORDED IN PLAT BOOK 6, PAGES 235 AND

236 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THENCE NORTH 74°47'28" EAST, A DISTANCE OF 120.00 FEET TO REFERENCE POINT A; THENCE RETURN TO THE POINT OF BEGINNING; THENCE NORTH 15°08'54" WEST ALONG THE EAST LINE OF LOT 7, A DISTANCE OF 556 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE (ELEVATION 1.98 N.A.V.D.) OF THE SAINT MARYS RIVER; THENCE NORTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 153 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 15°08'54" WEST FROM AFORESAID REFERENCE POINT A, A DISTANCE OF 607 FEET MORE OR LESS; THENCE SOUTH 15°08'54" EAST, A DISTANCE OF 607 FEET MORE OR LESS; THENCE SOUTH 74°47'28" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 1.13

Identification of Existing Survey

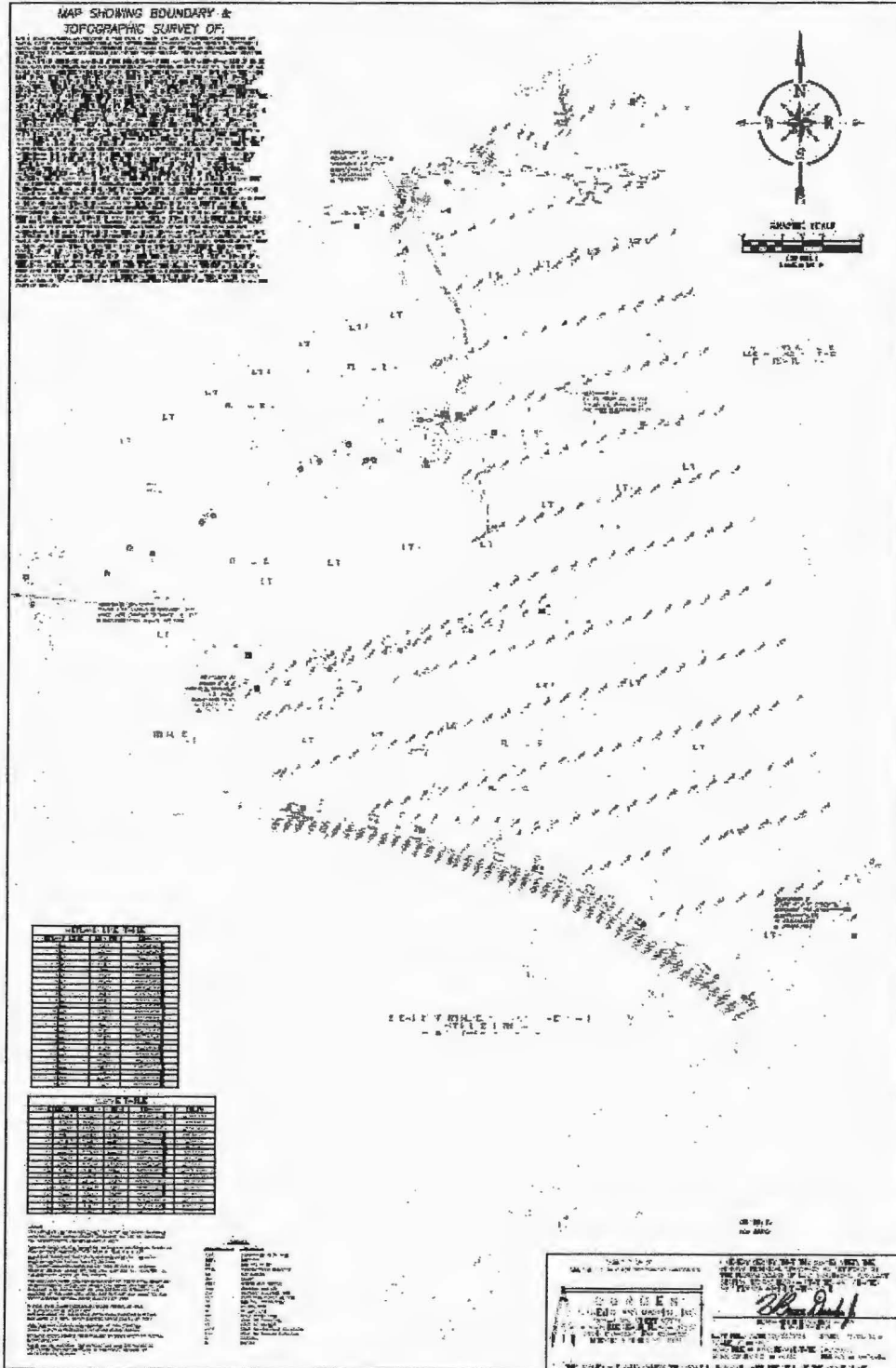


EXHIBIT 8.1(a)

Form of Special Warranty Deed

PREPARED BY AND RETURN TO:  
Jon C. Lasserre, Esq.  
Rogers Towers, P.A.  
960195 Gateway Blvd., Suite 203  
Fernandina Beach, Florida 32034

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made, executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, a \_\_\_\_\_ (“Grantor”), whose address is \_\_\_\_\_, and \_\_\_\_\_ (“Grantee”), whose address is \_\_\_\_\_.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other good and valuable consideration, to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, sells and conveys with special warranty to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of \_\_\_\_\_, State of \_\_\_\_\_, to wit (the “Land”):

See Exhibit “A” attached hereto and by this reference made a part hereof.

together with all improvements, rights, alleys, ways, easements, privileges, tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the “Property”), subject to the following permitted exceptions (the “Permitted Exceptions”):

1. Real estate taxes for the current year and subsequent years;
2. Easements, covenants, conditions, restrictions and reservations of record affecting the Property, reference to which shall not operate to reimpose same; and
3. Matters which a current survey or careful inspection of the Land and any improvements thereon would reveal.

To have and to hold the Property in fee simple forever.

And Grantor, for itself and its successors and assigns, does hereby warrant the title to said Property, will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but none other, and will execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed in its name by its duly authorized representative the day and year first above written.

Signed, sealed and delivered  
in the presence of:

“GRANTOR”

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

EXHIBIT 8.1(b)

Form of Owner's Affidavit

**OWNER'S NO LIEN AND POSSESSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ ("Affiant"), who being by me first duly sworn, deposes and says:

1. Affiant has personal knowledge of the facts that are sworn to in this affidavit, and Affiant is fully authorized and qualified to make this affidavit.

2. Affiant is the \_\_\_\_\_ (the "Owner") and is authorized to make this Affidavit on its behalf.

3. In accordance with Section 1445 of the Internal Revenue Code, as amended (the "Code") and under the penalties of perjury, Affiant makes the following statements:

(a) Owner's United States address is:  
\_\_\_\_\_  
\_\_\_\_\_

(b) Owner is not a "foreign person," as such term is defined in Section 1445(f) of the Code;

(c) Owner is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

(d) Owner's tax identification number is: \_\_\_\_\_; and

(e) Affiant understands that this Affidavit may be disclosed to the Internal Revenue Service.

4. The Owner is the owner of that certain real property located in \_\_\_\_\_  
\_\_\_\_\_, as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property").

5. Owner has not granted any reservations for State Road rights-of-way or for oil, gas or mineral rights within the Property, and to the best of Affiant's knowledge there exist no reservations for State Road rights-of-way or for oil, gas or mineral rights within the Property, other than as shown by the public records of \_\_\_\_\_.

6. There have been no improvements, alterations or repairs made by Owner to the Property within the past one hundred twenty (120) days for which the cost, or any part thereof, remain unpaid.

7. There are no construction liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of the Owner, and no contractor, subcontractor, laborer, or materialman, engineer, land engineer, surveyor or any other party entitled to a lien has any lien or right to lien against the Property, or any part thereof, by virtue of any unpaid obligation created or incurred by the Owner. No Notice of Commencement presently affecting the Property has been filed in the public records of \_\_\_\_\_ or posted on the Property.

8. There are no claims, demands, contract rights, liens or judgments outstanding against the Property and the Owner is not indebted to anyone for the Property.

\_\_\_\_\_ Confirmed. No existing mortgages on the Property. *(initial)*

9. There are no easements or claims of easements on the Property not shown on the public records of \_\_\_\_\_.

10. There are no outstanding rights or claims of any parties in possession of the Property not shown on the public records of \_\_\_\_\_, and that there are no parties other than the Owner and its tenants in possession of the Property as follows:

See list of tenants attached hereto as Exhibit "B"

11. There are no outstanding taxes or special assessments, which are not shown as existing liens by the public records of \_\_\_\_\_.

12. That the proposed conveyance was approved by a majority of the shareholders.

13. That the sale of land does not constitute substantially all of the corporate assets of the Owner.

14. This Affidavit is made for the purpose of inducing \_\_\_\_\_ to issue its policies of title insurance including endorsements and, if applicable, to eliminate certain standard exceptions. In addition, this Affidavit is made for the purpose of inducing \_\_\_\_\_ to act as escrow or closing agent and then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to save harmless \_\_\_\_\_, and its agent against any damage or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_



**RELEASE AND TERMINATION OF REAL ESTATE SALE AGREEMENT**

THIS RELEASE AND TERMINATION OF REAL ESTATE SALE AGREEMENT (this "Release") is made and entered into effective as of the 16<sup>th</sup> day of June 2020, by **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Nassau County" and "Buyer") and **ALLISON LANDS, LLC**, a Florida corporation ("Allison Lands" and "Seller").

**WITNESSETH:**

**WHEREAS**, on or about April 17, 2020, Nassau County and Allison Lands entered into a Real Estate Sale Agreement (the "Agreement") regarding the property described at Exhibit "A" attached hereto (the "Property");

**WHEREAS**, The Nassau County Board of County Commissioners has voted to terminate their rights, under the Agreement; and

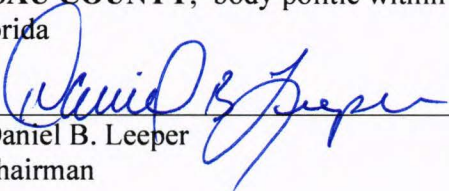
**WHEREAS**, Nassau County and Allison Lands are desirous of releasing their rights and the Agreement and terminating the Agreement .

**NOW, THEREFORE**, in consideration for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nassau County and Allison Lands do hereby relinquish, release, and terminate the Agreement and Nassau County quit claims and relinquishes unto Seller Property all right, title, and interest, if any, in and to the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

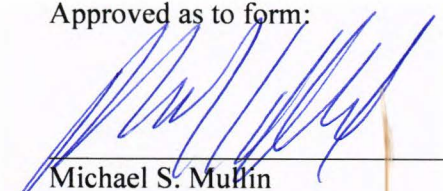
"BUYER"

**NASSAU COUNTY**, body politic within the State of Florida

  
By: Daniel B. Leeper  
Its: Chairman


Date: 6-10-20

Approved as to form:

  
\_\_\_\_\_  
Michael S. Mullin  
County Attorney

“SELLER”

ALLISON LANDS, INC., a Florida corporation

  
By: Robert Scott Allison  
Its: President

Date:

6-16-2020

**RELEASE AND TERMINATION OF REAL ESTATE SALE AGREEMENT**

THIS RELEASE AND TERMINATION OF REAL ESTATE SALE AGREEMENT (this "Release") is made and entered into effective as of the 16<sup>TH</sup> day of June 2020, by NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("Nassau County" and "Buyer") and ALLISON LANDS, LLC, a Florida corporation ("Allison Lands" and "Seller").

**WITNESSETH:**

**WHEREAS**, on or about April 17, 2020, Nassau County and Allison Lands entered into a Real Estate Sale Agreement (the "Agreement") regarding the property described at Exhibit "A" attached hereto (the "Property");

**WHEREAS**, The Nassau County Board of County Commissioners has voted to terminate their rights, under the Agreement; and

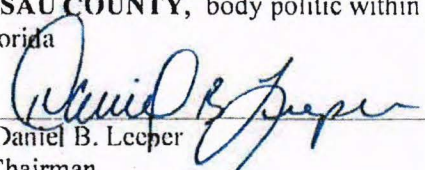
**WHEREAS**, Nassau County and Allison Lands are desirous of releasing their rights and the Agreement and terminating the Agreement .

**NOW, THEREFORE**, in consideration for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nassau County and Allison Lands do hereby relinquish, release, and terminate the Agreement and Nassau County quit claims and relinquishes unto Seller Property all right, title, and interest, if any, in and to the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

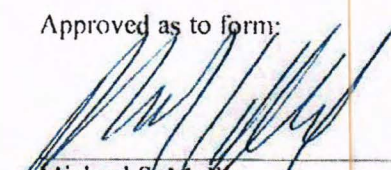
"BUYER"

NASSAU COUNTY, body politic within the State of Florida

  
By: Daniel B. Leeper  
Its: Chairman

Date: 6-10-20

Approved as to form:

  
Michael S. Mullin  
County Attorney